
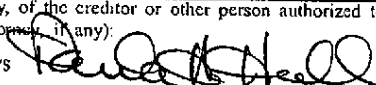


FORM B10 (Official Form 10) (04/04)

UNITED STATES BANKRUPTCY COURT <u>SOUTHERN</u> DISTRICT OF <u>NEW YORK</u>		<b>PROOF OF CLAIM</b>
Name of Debtor <b>Motors Liquidation Company (f/k/a General Motors Corp.)</b>		Case Number <b>09-50026 (REG)</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>Weber Automotive Corp. and Albert Weber GmbH</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: <b>c/o Paula Hall, Brooks Wilkins Sharkey &amp; Turco PLLC 401 S. Old Woodward, #460, Birmingham, MI 48009</b>	 THIS SPACE IS FOR COURT USE ONLY	
Telephone number: <b>(248) 971-1800</b>		
Account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	
<b>1. Basis for Claim</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input checked="" type="checkbox"/> Goods sold  <input type="checkbox"/> Services performed  <input type="checkbox"/> Money loaned  <input type="checkbox"/> Personal injury/wrongful death  <input type="checkbox"/> Taxes  <input checked="" type="checkbox"/> Other <u>contract termination and other damages</u> </div> <div style="width: 48%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)  <input type="checkbox"/> Wages, salaries, and compensation (fill out below)            Last four digits of SS #: _____            Unpaid compensation for services performed from _____ to _____  <div style="display: flex; justify-content: space-between; font-size: x-small;"> <span>(date)</span> <span>(date)</span> </div> </div> </div>		
<b>2. Date debt was incurred:</b> <b>2006-2008</b>	<b>3. If court judgment, date obtained:</b>	
<b>4. Total Amount of Claim at Time Case Filed:</b> \$ <u>15,827,857.00</u> <div style="display: flex; justify-content: space-between; font-size: x-small;"> <span>(unsecured)</span> <span>(secured)</span> <span>(priority)</span> <span>(Total)</span> </div> <p>If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.</p> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges <u>at time case filed</u> included in secured claim, if any: \$ _____	<b>7. Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
<b>6. Unsecured Nonpriority Claim</b> <u>\$15,827,857.00</u> <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
<b>8. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
<b>9. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
<b>10. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		THIS SPACE IS FOR COURT USE ONLY
Date <b>11/18/2009</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>Paula A. Hall, one of its attorneys</b> 	

### **ADDENDUM TO WEBER'S PROOF OF CLAIM**

Albert Weber GmbH ("Weber GmbH") and Weber Automotive Corp. f/k/a Albert Weber Manufacturing Co. ("Weber Automotive" and with Weber Automotive, collectively "Weber") are suppliers of engine components to the automotive and heavy equipment industry. In 2006 and 2007, General Motors Corp. ("GM") entered into a series of purchase order contracts (collectively, the "Purchase Orders") with Weber whereby GM agreed to purchase engine components from Weber. Specifically, GM issued purchase orders to Weber for the supply of cylinder blocks and crankshafts for various programs.

### **THE WEBER/GM PURCHASE ORDERS**

#### **A. The V8 Crankshaft Purchase Orders between GM Corp and Weber GmbH**

GM issued two purchase orders to Weber GmbH for the sale of crankshafts for GM's LS9 and LS7 V8 programs:

1. Purchase Order 1KPC0000, 1KPC0007, 1KPC0000, and 1KPC000C, for crankshafts for the LS9 program (Part No. 12598610) (Exhibit 1); and,
2. Purchase Order 1KPC0004, for crankshafts for the LS7 program (Part No. 12611649) (Exhibit 2).

Weber performed its material obligations under the Purchase Orders. Nonetheless, on June 18, 2008, GM terminated the V8 Crankshaft Purchase Orders. GM has failed to pay Weber GmbH certain outstanding amounts for the supply of the V8 LS9 and LS7 Crankshafts to GM and associated, recoverable termination charges, causing Weber GmbH damages.

#### **B. The V8 LS9 Cylinder Block Purchase Order between GM Corp and Weber Automotive**

GM issued Purchase Order 1K870000 to Weber Automotive for the purchase of cylinder

blocks for the LS9 V8 program (Part No. 12602098) (Exhibit 3).

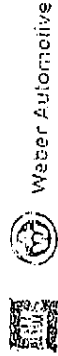
Weber Automotive performed its material obligations to GM pursuant to the terms of the LS9 V8 Cylinder Block Purchase Order. On September 24, 2008, GM terminated the LS9 V8 Cylinder Block Purchase Order. GM has failed to pay Weber Automotive certain outstanding amounts for the supply of the LS9 V8 Cylinder Block Purchase Order and associated, recoverable termination charges, causing Weber Automotive damages.

### **DAMAGES AND CLAIM AMOUNT**

GM has breached its contracts with Weber, and Weber has suffered damages in an amount not less than \$15,827,857, comprised of the following:

1. \$9,499,419 for breach of the V8 LS7 Crankshaft Purchase Order;
2. \$1,859,210 for breach of the V8 LS9 Crankshaft Purchase Order;
3. \$3,669,228 for breach of the V8 LS9 Cylinder Block Purchase Order; and,
4. More than \$800,000 for a setoff taken by GM against payables to Weber for claimed professional fees for legal, accounting, and consulting firms.

# **EXHIBIT 1**



Contract Header Listing - GM several projects

Components	Project	Type	Part Number	Date of Quote	Quotation Number	Date of Order Receipt	Date of Contract Header	Number of Contract Header	Date of Contradiction
Crankshaft	Supercharged V8	LS9	12598610	31.03.2006	100555/034-0112	01.05.2005	26.04.2006 20.04.2007 14.03.2007 10.01.2008	1KPC0000 1KPC0007 1KPC0000 1KPC000C	03.05.2006 01.06.2007 01.06.2007 07.02.2008

Quotation



Albert Weber

General Motors de México  
Mr. Antero Rodarte  
Senior Buyer Powertrain

Fax: +55 5901-3774  
Telephone: +55 5901-3571  
E-Mail: antero.rodartegarcia@gm.com

Copy edgar.orduna@gm.com

Albert Weber Manufacturing Corp  
231 Denning Way  
Eastport Commerce Park  
Summerville/Charleston 29483  
South Carolina USA

Phone: +1 843 875 6366  
Fax: +1 843 875 4820

E-Mail: info@weber-a.com  
Internet: www.weber-a.com

Date: 31<sup>st</sup> March 2006 Telephone: 843 875-6366 ext. 102  
Contact person: Daniel Weber Mobile: 843 814 8129  
Our Reference: VC-dw E-Mail: d.weber@weber-a.com

Your RFQ dated from October 21<sup>st</sup> – 6,2L V8 Crankshaft LS8, LS9, LSA and LST –  
Machining Process  
Your RFQ-No.: 1100443402 and 1100443416  
Quotation No.: 100555/004-0112

Dear Antero,

According to your latest email we revised our quotation again.

Following you will find our revised quotation along with our terms and conditions:

1. Product and Services Provided

	NAME	Part No		Status
1.1	Crankshaft	12598610	LS9	30AP05
1.2	Crankshaft	12603616	LS8, LSA, LST	01AU05

Complete NC machining and assembly according to drawings, RFQ-data and specifications as follows:

- Part Identification
- Lengths and Centre Machining
- Milling Cheeks
- Turning Stubend, Flange, Mains
- Milling Crank Pins

A division of Weber Automotive

Page 1 of 1

Management board Headquarter  
Albert Weber Germany  
Christian Weber Otto-Lilienthal-Straße 5  
Daniel Weber D-88677 Markdorf

Quotation



Albert Weber

- Gindrill Oil Holes
- Pin Drilling (Lightening)
- Main Drilling (Lightening)
- Induction Hardening
- Deep Fillet Rolling
- Machining Ends
- Thrust Bearing Fine Turning and Deep Rolling
- Grinding Main Journals
- Grinding Crank Pins
- Grinding Stubends
- Grinding Flange, Reluctor Ring and Flywheel Pilot
- Balancing
- Crack Detection
- Finishing
- High Pressure Washing
- Final Quality Control
- Classification
- Assembly

2. Prices, Delivery and Payment Conditions

Based on a contract duration of minimum 4 years, a continuous production and a guaranteed share of 100% of the demand on Crankshaft machining and assembly for the LS8, LS9, LSA and LST projects, Weber is responsible for the steel-surcharges and they are included in the following prices:

Quotation



Albert Weber

2.1 Crankshaft LS8, LS9, LSA, LST

	Crankshaft 12598610 – LS9	Crankshaft 12603616 – LS8, LSA, LST
SOP	02/2008	05/2008
Duration	4 years	
Yearly quantity	2,000 pcs	40,000 pcs
Total in US\$ per pcs incl. packaging	US\$ 242.84	US\$ 216.73
Tooling costs in US\$*	US\$ 980,000	

\*(Fixtures, Tools, Production Set-up, Initial Sample, etc.)  
for a max. capacity of 46.200 pcs/year. (42,000 pcs + 10%)

Ratio: We allow a 3%-ratio starting from the second full production year and lasting for 3 years maximum:

Ratio	2008	2009	2010	2011	2012
LS9	139,60	139,60	135,53	131,59	127,75
LS8, LSA, LST	128,48	128,48	124,74	121,10	117,58

- 2.2 Prices: + value added tax
- 2.3 Price Basis: 2006
- 2.4 Delivery: FCA Albert Weber GmbH, Markdorf, Germany  
Packaging included
- 2.5 Payment Terms:
- Parts: 2<sup>nd</sup> day of the 2<sup>nd</sup> month after the receipt of goods
- Tooling: 100% after PPAP  
latest 14 days after PPAP-date.  
Weber is authorised to determine the possible PPAP-  
date. GM is committed to pay the tooling costs latest 14  
days after PPAP-date.

Quotation

Albert Weber Manufacturing Corp.



Albert Weber

**3. Delivery, Production and Contract Duration**

**3.1 Delivery/Time schedule**

Sample Parts/Pre-production Parts

Sample parts will be introduced in 6 months after placing of order.  
Pre-production parts can be delivered for machining costs of:

	Crankshaft 12598610 – LS9	Crankshaft 12603616 – LS8, LSA, LST
Pre-production Price per pcs in US\$	US\$ 1.453,45	US\$ 1.051,19

Series Production

Series production will start 12 months after placing of order and clarification of all associated details

**3.2 Production**

We calculate for our production process a flexibility within  $\pm 10\%$  and produce each day constant the average of the yearly volume respective of the volume for the next 6 months period.

(volume of the year divide by 250 days/year)

For our production and capacity planning we need 6 months ahead a forecast of your demands for the following 6 months period.

An increase in demand and capacity more then plus 10% needs to be ordered 6 months ahead of delivery date for increased volume.

**3.3 Duration of contract and supply of the 100%-demand**

The contract duration is fixed agreed corresponding to item 2 for minimum 4 years contract duration.

The Albert Weber Manufacturing Corp. will install the requested capacity with the payment of the tooling costs.

GM is committed to purchase exclusive the 100% demands in LS8, LS9, LSA and LST Crankshaft machining and assembly from Albert Weber and will not purchase machining or assembly capacity from any other supplier during the duration of contract or will not establish in-house production.

Quotation



Albert Weber

4. Obligation to deliver and Obligation to accept Deliveries

We are obliged to fulfil the respective volumes according to quality, quantity and on-time deliveries, and so is the purchaser. The party that violates this agreement fully covers the other parties compensation.

5. Provisions

5.1 Rejects

In case of quality complaints caused by defective parts supplied by us, we will receive a written report according to DIN ISO 9002 and appropriate time for repair or to send substitute parts

Costs for any repairs at the receiving plant being performed without our prior approval will be refused.

In principle we are not liable for any direct or indirect damages caused by defective material supplied by us.

6. GM Terms & Conditions / Supplier Quality System Requirements

The Albert Weber Manufacturing Corp. does accept the GM Terms & Conditions as confirmed in this quotation. For all further requirements it is necessary to confirm the validity in a separate acknowledgement.

Regarding the Supplier Quality System Requirements we confirm the TS 16949 standards and will determine the valid requirements for our company together with the GM Supplier Quality Engineer after receiving of order.

Albert Weber does accept the GM Terms & Conditions.

7. Ownership of Tooling

With the payment of the tooling costs GM will have the ownership of the tooling. By the Albert Weber Manufacturing Corp. remains the right to use the tooling for an unlimited time period.

Quotation



Albert Weber

8. Quotation Validity

This quotation is valid for 3 months from the date of issue.

This quotation is only valid in connection with the offer 100555/001-003 Crankshaft V8 4,6L  
Ultra

We hope the above quotation is clear, and that we will be able to meet your needs

As a specialist in the contract manufacturing of engine and drive train components for the  
automotive industry and engine manufacturers, we can ensure you that our products will meet  
your high quality standards and that our deliveries will be reliable.

We are looking forward to hearing from you.

Best regards,

Albert Weber Manufacturing Corp.

Daniel Weber

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 9 of 23

Contract Line Item Page 1 of 4

Issue Date: 26-Apr-2006

Standard Blanket Contract Number: 1KPC0000

Amendment Number: 000

Part Number: 000000012598610

### LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from 01-Jan-2008 through 20-Feb-2013

Part Description: CRANKSHAFT ASM  
Amendment Reason: Contracting New Parts

Manufacturing DUNS Number:  
00316123579

Supplier Name and Manufacturing Address:  
ALBERT WEBER GMBH  
OTTO LILIENTHAL STR 5  
88677 MANKDORF  
GERMANY

Buyer Name:  
Rodarte, Antero  
Buyer Code: M33  
Phone: +52 555901 3774  
Fax: +52 555901 3571

Sample Date: 25-Apr-2006  
Hazardous Material Indicator: N

Line Item Notes:  
According to the results of AP 1 100443402, WEBER resulted to best  
supplier.  
Productivity performance 3% per year applied to the Machining Portion,  
starting on the second year of full production.  
Fixed price during all the program, no surcharge payments or material price  
adjustments allowed.

ARG

Terms and Conditions:

This Period effective from 01-Jan-2008 through 28-Feb-2010

Freight Terms: Collect

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 10 of 23

Contract Line Item Page 2 of 4 Issue Date: 26-Apr-2006  
Standard Blanket Contract Number: 1KPC0000 Amendment Number: 000  
Part Number: 000000012590610

Payment Terms: (88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00316123579  
Ship From DUNS: 00316123579  
Daily Capacity: 10  
Hours Per Day: 5  
Price Type: Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes

All Prices are expressed in USD

Base Price: 242.040000

Total Price:	242.040000
UOM: PIECES	

Receiving Plants and Plant Percentage  
As scheduled

100 %

Terms & Conditions  
ITOP

This Period effective from	01-Mar-2010	through	28-Feb-2011
----------------------------	-------------	---------	-------------

Freight Terms: Collect  
Payment Terms: (88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00316123579  
Ship From DUNS: 00316123579  
Daily Capacity: 10  
Hours Per Day: 5  
Price Type: Expendable

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 11 of 23

Contract Line Item Page: 3 of 4

Issue Date: 26-Apr-2008

Standard Blanket Contract Number: 1KPC0000

Amendment Number: 000

Part Number: 000000012508610

**Price Composition:**

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price: 238.521251

Total Price:	238.521251
UOM: PIECES	

**Receiving Plants and Plant Percentage**

As scheduled 100%

**Terms & Conditions:**

TOP

This Period effective from	01-Mar-2011	through	20-Feb-2012
----------------------------	-------------	---------	-------------

Freight Terms: Collect  
Payment Terms: (BB) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00316123579  
Ship From DUNS: 00316123579  
Daily Capacity: 10  
Hours Per Day: 5  
Price Type: Expendable

**Price Composition:**

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price: 234.279308

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 12 of 23

Contract Line Item Page: 4 of 4

Standard Blanket Contract Number: 1KPC0000

Issue Date: 26-Apr-2006

Amendment Number: 000

Part Number: 000000012590610

Total Price:	
UOM: PIECES	234.279308

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:  
TTOP

This Period effective from	01-Mar-2012	through	28-Feb-2013
----------------------------	-------------	---------	-------------

Freight Terms:

Payment Terms:

Collect:

(88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type

Free Carrier (FCA)

00316123579

00316123579

10

5

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable  
taxes.

All Prices are expressed in USD

Base Price:

230.112805

Total Price:	
UOM: PIECES	230.112805

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:  
TTOP

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 13 of 23

Contract Line Item Page 1 of 3  
Standard Spot Buy Contract Number: IKPC0007  
Amendment Number: 000

Issue Date: 20-Apr-2007

Part Number: 000000012598610



LINE ITEM DETAIL for TOOLING CONTRACT  
General Motors Corporation

This Line Item is effective from 19-Apr-2007 through 19-Apr-2010

Part Description: CRANKSHAFT ASM  
Amendment Reason: Contracting New Parts

Manufacturing DUNS Number:  
00316123579

Supplier Name and Manufacturing Address:  
ALBERT WEBER GMBH  
OTTO LILIENTHAL STR 5  
80677 MARKDORF  
GERMANY

Buyer Name:  
Morales, Rafael  
Buyer Code: M03  
Phone: 55-5901-3088  
Fax: 55-5901-3141

Tooling Capacity: 8,800  
Hazardous Material Indicator: N

Line Item Notes:

Purchase order issued to cover the cost of special permanent tools, dies, patterns, and/or molds necessary to produce part number, part description, as follows:

PN: 12598610  
Program: LS9 V8 engine  
Price type: Bulk  
Supplier contact: Daniel Weber  
Physical Location of tooling: Markdorf, Germany  
Tool Capacity: 8,800  
Note: tool will support also production of 12568820 (LS7)

Tool Description ..... Unit Price

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 14 of 23

Contract Line Item Page: 2 of 3  
Standard Spot Buy Contract Number: 1KPC0007  
Amendment Number: 000

Issue Date: 20-Apr-2007

Part Number: 000000012598610

Forging .....	\$160,000
Milling/drilling.....	\$27,747
Grinding.....	\$57,967
Machining.....	\$35,792
Hardening & Rolling.....	\$19,580
Gundrill .....	\$15,549
Washing .....	\$5,033
Quality.....	\$12,957
Assembly.....	\$7,660
Others.....	\$32,052

Total Tooling .....

\$376,327 USD

Supplier is required to mark all General Motors tools with the GM Identification Tags. All pricing and tooling is subject to GM audit.

Rafael Morado  
4/19/2007

Terms and Conditions:  
.....

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyer's receipt date of goods or services.

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:

Ship From DUNS:

Price Type:

00316123579

00316123579

Bulk

Price Composition:

The Total Price is composed of Base Price plus any applicable taxes.

All Prices are expressed in USD

Quantity:

Base Price:

1  
376,327.000000

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 15 of 23

Contract Line Item Page 3 of 3

Issue Date 20-Apr-2007

Standard Spot Buy Contract Number: 1KPC0007

Amendment Number: 000

Part Number: 000000012598610

Total Price:	376,327.000000
UOM:	LOT

Terms and Conditions.

C4

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 16 of 23

Contract Line Item Page 1 of 4  
Standard Blanket Contract Number: 1KPC0000  
Amendment Number: 001

Issue Date: 14-Sep-2007

Part Number: 000000012590610



LINE ITEM DETAIL  
General Motors Corporation

This Line Item is effective from 01-Jun-2008 through 28-Feb-2013

Part Description: CRANKSHAFT ASM  
Amendment Reason: Duns Number Maintenance

Manufacturing DUNS Number:  
00016123579

Supplier Name and Manufacturing Address:  
ALBERT WEBER GMBH  
OTTO LILIENTHAL STR 5  
88677 MARKDORF  
GERMANY

Buyer Name:  
Peniche, Arturo  
Buyer Code: XSJ  
Phone: +52 55 5901 3165  
Fax: +52 55 5901 3141

Sample Date:  
Drawing Date: 25-Apr-2005  
Hazardous Material Indicator: 07-18-07  
N

Line Item Notes:  
According to the results of AP 1100443402, WEBER resulted to best supplier.  
Productivity performance 3% per year applied to the Machining Portion, starting on the second year of  
full production.  
Fixed price during all the program, no surcharge payments or material price adjustments allowed

ARG

=====  
Amendment created to modify Ship from DUNS number to reflect Albert Weber/Belleville warehouse  
relationship.  
Dummy Duns: 000166884

Arturo Peniche  
Buyer Code: XSJ  
Ph: 52 55 5901 3165  
September 14th, 2007

Terms & Conditions:  
\*\*\*\*\*

Contract Line Item Page: 2 of 4  
Standard Blanket Contract Number: 1KPC0000  
Amendment Number: 001

Issue Date: 14-Sep-2007

Part Number: 000000012598610

This Period effective from 01-Jan-2008 through 28-Feb-2010

Freight Terms: Collect  
Payment Terms: (88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00316123579  
Ship From DUNS: 00000166884  
Daily Capacity: 10  
Hours Per Day: 5  
Price Type: Expendable

Price Composition:  
The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price: 242.840000

Total Price: 242.840000  
UOM: PIECES

Receiving Plants and Plant Percentage

As scheduled 100%

Terms & Conditions:  
TTOP

This Period effective from 01-Mar-2010 through 28-Feb-2011

Freight Terms: Collect  
Payment Terms: (88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00316123579  
Ship From DUNS: 00000166884  
Daily Capacity: 10  
Hours Per Day: 5

Contract Line Item Page: 3 of 4  
Standard Blanket Contract Number: 1KPC0000  
Amendment Number: 001

Issue Date: 14-Sep-2007

Part Number: 000000012590610

Price Type:

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

238.521251

Total Price:	238.521251
UOM:	PIECES

Receiving Plants and Plant Percentage

As scheduled

100 %

Terms & Conditions

TTOP

This Priceed alternative item 01-May-2011 through 29-Feb-2012

Freight Terms

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

Free Carrier (FCA)

00316123579

00000166804

10

5

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

231.279300

Total Price:	231.279300
UOM:	PIECES

Receiving Plants and Plant Percentage

As scheduled

100 %

Terms & Conditions:

Contract Line Item Page 4 of 4  
Standard Blanket Contract Number: 1KPC0000  
Amendment Number: 001

Issue Date 14-Sep-2007

Part Number 000000012590610

TTOP

This Period effective from 01-Mar-2012 through 28-Feb-2013

Freight Terms:  
Payment Terms:

Collect  
(08) MNS-2, On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services.

Delivery Terms:  
Delivery DUNS:  
Ship From DUNS:  
Daily Capacity:  
Hours Per Day:  
Price Type:

Free Carrier (FCA)  
00316123579  
00000166884  
10  
5  
Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any  
applicable taxes.

All Prices are expressed in USD  
Base Price:

230.112805

Total Price:

230.112805

UOM:

PIECES

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

TTOP

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 20 of 23

Contract Line Item Page: 1 of 3  
Standard Spot Buy Contract Number: 1KPC000C  
Amendment Number: 000

Issue Date: 10-Jan-2000

Part Number: 000000012598610



LINE ITEM DETAIL for TOOLING CONTRACT  
General Motors Corporation

This Line Item is effective from 10-Jan-2008 through 10-Jan-2011

Part Description:

Amendment Reason:

CRANKSHAFT ASM  
Contracting New Parts

Manufacturing DUNS Number:  
00316123579

Supplier Name and Manufacturing Address:

ALBERT WEBER GMBH  
OTTO LILIENTHAL STR 5  
88677 MARKDORF  
GERMANY

Buyer Name:

Rodarte, Antonio

Buyer Code:

M33

Phone

+52 555901 3774

Fax:

+52 555901 3571

Tooling Capacity:

8,800

Tooling Capacity Hours:

20

Hazardous Material Indicator:

N

Line Item Notes:

Purchase order issued to cover the cost of special permanent tools, dies, patterns, and/or molds necessary to produce part number, part description, as follows:

PN: 12598610

Program: LS9 V8 engine

Price type: Bulk

Supplier contact: Daniel Weber

Physical Location of tooling: Markdorf, Germany

Tool Capacity: 8,800

Note: tool will support also production of 12568820 (LS7)

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 21 of 23

Contract Line Item Page: 2 of 3  
Standard Spot Buy Contract Number: 1KPC000C  
Amendment Number: 000

Issue Date: 10-Jan-2008

Part Number: 000000012598610

Tool Description ..... Unit Price (EUR)

Forging ..... \$160,000  
Milling/drilling ..... \$27,747  
Grinding ..... \$57,967  
Machining ..... \$35,782  
Hardening & Rolling ..... \$19,580  
Gundrill ..... \$15,549  
Washing ..... \$5,033  
Quality ..... \$12,957  
Assembly ..... \$7,660  
Others ..... \$32,052

Total Tooling ..... \$376,327 EUR

Supplier is required to mark all General Motors tools with the GM Identification Tags. All pricing and tooling is subject to GM audit.

If machinery and equipment as defined by GMs tooling guidelines, is listed on this order, the price of that M&E will be debited from that tooling order, and no adjustment to piece price will be permitted.

Additionally, if the value of the tool(s) are less than the quoted amount per GMs tooling team, that value of those tools will be reduced to the amount specified by the aforementioned group.

Supplier must provide all requested data to GM within a reasonable time and in the manner prescribed.

Failure to do so will result in an equitable adjustment to the purchase order and for debit.

GM tooling Guidelines apply

Arturo Peniche per Antero Rodarte

Ph. 52 55 5901 3165

Buyer Code: XSJ

January 10th, 2008

Terms and Conditions:

.....

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyer's receipt date of goods or services.

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:

00316123579

Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 22 of 23

Contract Line Item Page: 3 of 3

Issue Date: 10-Jan-2008

Standard Spot Buy Contract Number: 1KPC000C

Amendment Number: 000

Part Number: 000000012598610

Ship From DUNS:

00316123579

Price Type:

Bulk

Price Composition:

The Total Price is composed of Base Price plus any applicable taxes.

All Prices are expressed in EUR

Quantity:

1

Base Price

376,327.000000

Total Price:

376,327.000000

UOM:

LOT

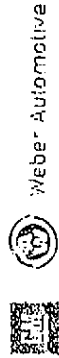
Terms and Conditions:

C4

Schedule

NAME		Age		Sex		Date	
J. J. J. J. J.		18		M		10/10/10	
Address		Occupation		Education		Marital Status	
123 Main St.		Teacher		High School		Single	
City		State		County		Zip	
New York		New York		New York		10001	
Phone		Radio		Television		Automobile	
123-4567		None		None		None	
Signature		Witness		Notary		Date	
J. J. J. J. J.		J. J. J. J. J.		J. J. J. J. J.		10/10/10	

## **EXHIBIT 2**



Contract Header Listing - GM several projects

Components	Project	Type	Part Number	Date of Quote	Quotation Number	Date of Order-Receipt	Date of Contract Header	Number of Contract Header	Date of Contradiction
Crankshaft	Supercharged V8	LS7	12611849	24-04-2006	1005550004-0123		26-10-2006	1KPC00003	09-05-2007
							28-11-2006	1KPC00003	03-08-2007
							28-11-2006	1KPC00004	07-02-2008
							07-08-2007	1KPC00004	
							14-09-2007	1KPC00004	

PP

PP

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 3 of 32

Quotation

Albert Weber Manufacturing Corp.



Albert Weber

General Motors de México  
Mr. Antero Rodarte  
Senior Buyer Powertrain

Fax: +55 5901-3774  
Telephone: +55 5901-3571  
E-Mail: antero.rodartegarcia@gm.com

Copy: edgar.orduna@gm.com

Albert Weber Manufacturing Corp.  
231 Fleming Way  
Eastport Commerce Park  
Spartanburg/Charleston 29503  
South Carolina USA

Phone: +1 843 875 63 66  
Fax: +1 843 875 46 20

E-Mail: info@weber-a.com  
Internet: www.weber-a.com

Date: 24th April 2006  
Contact person: Daniel Weber  
Our Reference: VC-dw

Telephone: 843 875-6366 ext. -102  
Mobile: 843 814 8129  
E-Mail: d.weber@weber-a.com

Your RFQ dated from October 21<sup>st</sup> – 6,2L V8 Crankshaft LS7 – Machining Process  
Your RFQ-No.: 1100443416  
Quotation No.: 100555/004-012b

Dear Antero,

We reviewed our last quotation that included the LS7 and quote the LS7 type alone now.

Following you will find our revised quotation along with our terms and conditions:

1. Product and Services Provided			
	NAME	Part No	Status
1.1	Crankshaft	12568820	LS7 17MY04

Complete NC machining and assembly according to drawings, RFQ-data and specifications as follows:

- Part Identification
- Lengths and Centre Machining
- Milling Checks
- Turning Stubend, Flange, Mains
- Milling Crank Pins
- Gundrill Oil Holes

A division of Weber Automotive.

Page 1 of 6

Management board    Headquarter  
Albert Weber        Germany  
Christian Weber     Otto-Lilienthal-Straße 5  
Daniel Weber        D-98677 Markdorf

Quotation



Albert Weber

- Pin Drilling (Lightening)
- Main Drilling (Lightening)
- Induction Hardening
- Deep Fillet Rolling
- Machining Ends
- Thrust Bearing Fine Turning and Deep Rolling
- Grinding Main Journals
- Grinding Crank Pins
- Grinding Stubends
- Grinding Flange, Reluctor Ring and Flywheel Pilot
- Balancing
- Crack Detection
- Finishing
- High Pressure Washing
- Final Quality Control
- Classification
- Assembly

2. Prices, Delivery and Payment Conditions

Based on a contract duration of minimum 8 years, a continuous production and a guaranteed share of 100% of the demand on Crankshaft machining and assembly for the LS7 project. Weber is responsible for the steel-surcharges and they are included in the following prices:

## Quotation

Albert Weber Automotive



Albert Weber

### 2.1 Crankshaft LS7

	Crankshaft 12568820 - LS7
SOP	06/2007
Duration	8 years
Yearly quantity	6,000 pcs
Total quantity	48,000 pcs
Total in US\$ per pcs incl. packaging	US\$ 331,66
Tooling costs in US\$*	-

\*(Fixtures, Tools, Production Set-up, Initial Sample, etc.)  
for a max. capacity of 52,800 pcs/year. (48,000 pcs + 10%)

Note: As forging material we assume the following materials.  
LS7: 4140, 4340

Ratio: We allow a 1,5%-ratio starting from the second full production year and lasting for 3 years maximum.

Ratio	06/2007	2008	2009	2010	2011	2012	2013	2014	2015
LS7	142,73	142,73	140,62	138,54	136,50	136,50	136,50	136,50	136,50

- 2.2 Prices: + value added tax
- 2.3 Price Basis: 2006
- 2.4 Delivery: FCA Albert Weber GmbH, Germany
- 2.5 Payment Terms:
- Parts: in 30 days after delivery, net
- Tooling: 50% after receiving of order  
50% after validation of sample parts,  
latest 30 days after sample parts introduction

Quotation



Albert Weber

3. Delivery, Production and Contract Duration

3.1 Delivery/Time schedule

Sample Parts/Pre-production Parts

Sample parts will be introduced in 6 months after placing of order  
Pre-production parts can be delivered for machining costs of:

	Crankshaft 12568820 - LS7
Pre-production Price per pcs in US\$	US\$ 1.337,18

Series Production

Series production will start 12 months after placing of order and clarification of all associated details.

3.2 Production

We calculate for our production process a flexibility within  $\pm 10\%$  and produce each day constant the average of the yearly volume respective of the volume for the next 6 months period.  
(volume of the year divide by 250 days/year).

For our production and capacity planning we need 6 months ahead a forecast of your demands for the following 6 months period.  
An increase in demand and capacity more then plus 10% needs to be ordered 6 months ahead of delivery date for increased volume.

3.3 Duration of contract and supply of the 100%-demand

The contract duration is fixed agreed corresponding to item 2 for a minimum Total of 40,000 pieces.

The Albert Weber Manufacturing Corp. will install the requested capacity with the payment of the tooling costs.

GM is committed to purchase exclusive the 100% demands in LS7 Crankshaft machining and assembly from Albert Weber and will not purchase machining or assembly capacity from any other supplier during the duration of contract or will not establish in-house production.

### Quotation



#### 4. Obligation to deliver and Obligation to accept Deliveries

We are obliged to fulfil the respective volumes according to quality, quantity and on-time deliveries, and so is the purchaser. The party that violates this agreement fully covers the other parties compensation.

## 5. Provisions

### 5.1 Rejects

In case of quality complaints caused by defective parts supplied by us, we will receive a written report according to DIN ISO 9002 and appropriate time for repair or to send substitute parts.

Costs for any repairs at the receiving plant being performed without our prior approval will be refused

In principle we are not liable for any direct or indirect damages caused by defective material supplied by us.

## 5.2 Machine Scrap

For machine scrap we consider the following rates for which we are not liable for the value of the forgings:

Process Setup	50 pieces
---------------	-----------

Series Production: 2% after initial sample approval

6. GM Terms & Conditions / Supplier Quality System Requirements

The Albert Weber Manufacturing Corp. does accept the GM Terms & Conditions as confirmed in this quotation. For all further requirements it is necessary to confirm the validity in a separate acknowledgement.

Regarding the Supplier Quality System Requirements we confirm the TS 16949 standards and will determine the valid requirements for our company together with the GM Supplier Quality Engineer after receiving of order.

Albert Weber does accept the GM Terms & Conditions.

Quotation

1. To Weber Automotive Corp.



Albert Weber

7. Ownership of Tooling

With the payment of the tooling costs GM will have the ownership of the tooling. By the Albert Weber Manufacturing Corp. remains the right to use the tooling for an unlimited time period.

8. Quotation Validity

This quotation is valid for 3 months from the date of issue.

This quotation is only valid in connection with the offer 100555/001-003 Crankshaft V8 4,6L Ultra.

We hope the above quotation is clear, and that we will be able to meet your needs.

As a specialist in the contract manufacturing of engine and drive train components for the automotive industry and engine manufacturers, we can ensure you that our products will meet your high quality standards and that our deliveries will be reliable.

We are looking forward to hearing from you.

Best regards,

Albert Weber Manufacturing Corp.

Daniel Weber

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 9 of 32

Contract Line Item Page

1 of 5

Standard Blanket Contract Number: 1KPC0003

Issue Date: 26-Oct-2006

Amendment Number: 000

Part Number: 000000012568820

### LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from 01-Aug-2007 through 01-Apr-2010

Part Description: CRANKSHAFT ASM  
Amendment Reason: Global Sourcing

Manufacturing DUNS Number:  
00316123579

Supplier Name and Manufacturing Address:  
ALBERT WEBER GMDH  
OTTO LILIENTHAL STR 5  
88677 MARKDORF  
GERMANY

Buyer Name:  
Rodaric, Aniero  
Buyer Code: M33  
Phone: +52 555901 3774  
Fax: +52 555901 3571

Sample Date: 01-Jan-2007  
Drawing Date: 04-27-06  
Hazardous Material Indicator: N

Line Item Notes:  
24-oct-06

Acting in the name and on behalf of General Motors Corporation, is pleased to announce that your company has been selected as the development/production supplier for the subject parts quoted above. It is the intent of General Motors Corporation, to utilize these parts on stated share of the quoted business (see above). General Motors Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time. Seller acknowledges that the parts have not been released for production, and agrees that until the production contract(s) are issued, any expenditures made or expenses incurred by Seller shall be made at Seller's sole risk and shall not be reimbursed or otherwise recovered from General Motors Corporation, or its subsidiaries and affiliates. General Purchasing Terms and Conditions The detailed terms and conditions of our commitment to your company will be

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 10 of 32

Contract Line Item Page:

2 of 5

Issue Date: 26-Oct-2006

Standard Blanket Contract Number: 1KPC0003

Amendment Number: 000

Part Number: 000000012560020

governed by a separate contract with each "Buyer," e.g., General Motors Corporation or its subsidiary or affiliate. The General Purchasing Terms and Conditions of each Buyer will apply! Contractual binding documents listed in order of precedence:

Based on GS 1100443416 A, Weber resulted the most competitive supplier and business will be moved to them ASAP.

12560820

Price : 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany

Tooling: No charges, it will use the same tooling than LS9 project.

Price Reductions:

01-MAY-2006 31-MAR-2007 331.660000 USD

01-APR-2007 31-JUL-2007 331.660000 USD

01-AUG-2007 31-JUL-2008 331.660000 USD

01-AUG-2008 31-JUL-2009 326.605100 USD

01-AUG-2009 01-APR-2010 321.784820 USD

No changes on the piece price will be made based on material fluctuations.

Estimated date to start supplying GM April 2007

'Co-Sourcing Buyer reserves the right to review the competitiveness of components furnished to Seller by lower tier suppliers. Such review may involve joint activities of Buyer and Seller (co-sourcing). When requested by Buyer, Seller shall participate in any co-sourcing process and shall provide all necessary support, at no charge to Buyer.'

'Development cost Buyer reserves the right to pay the engineering development and design cost either as a lump-sum or as part of the piece price. Buyer is also entitled to switch at any time from lump sum payment to payment through the piece price. In such case the piece price over the contract term will be adjusted for the amount of any cost so far unpaid.'

'Intellectual Property GM will be the owner of all technical information and rights (including patents) that result from your development work, and may use and allow others to use such technical information and rights without restriction. Intellectual property and copyrightable works created by Seller under this contract shall be considered "works made for hire" to the extent that the works do not qualify as "works made for hire." Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein. At request all drawings and documentation relating to the design will be handed to AOGMBH without delay or hinderance. Such right, title and interest shall be deemed paid for by payment of the agreed development price, with no additional payment required.'

'Cost Management Process We consider your above mentioned quotation details including the concept sheet valid until SORP! Minor design iterations to meet quoted functional, performance and design specifications will not be considered for cost review. Major design, performance or functional changes deviating from the final SOR / concept will be reviewed jointly for cost impacts prior to the approval of the change. All potential piece price and tooling cost changes must be communicated immediately in writing with a revised concept sheet to the Lead Buyer's Purchasing Representative. No increase or reduction of any kind will be allowed without the written approval of Lead Buyer's Purchasing Representative.'

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 11 of 32

Contract Line Item Page

3 of 5

Issue Date 26-Oct-2006

Standard Blanket Contract Number: 1KPC0003

Amendment Number: 000

Part Number: 000000012558820

'Supply Chain Buyer reserves the right to alter or remove auxiliary services and their respective costs in connection with the delivery of parts (such as extent of subassembly, sequencing, kitting or material delivery requirements) until SORP based on your company's latest quote mentioned above and reduce the purchase price accordingly. Additional agreements (technical and commercial) Supplier is responsible for all unstated deviations from the technical specifications, statements of work, and supporting documents which were not mutually agreed to and signed off by GM engineering and purchasing.'

'Seller is to contact Engineer at its earliest convenience to commence participation. Seller will be contacted shortly by buyer to review the development program. At that time the buyer will also review the procedures which will be utilized should the issuance of Purchase Contracts for prototypes or other items determined necessary.'

Antero Rudarte  
52-555901-3774

Terms and Conditions:  
Longterm Agreement EII 10/03

This Period effective from	01-Aug-2007	through	31-Jul-2008
----------------------------	-------------	---------	-------------

Freight Terms:	Collect
Payment Terms:	(00) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.
Delivery Terms:	Free Carrier (FCA)
Delivery DUNS:	00316123579
Ship From DUNS:	00316123579
Daily Capacity:	10
Hours Per Day:	5
Price Type	Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

331.650000

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 12 of 32

Contract Line Item Page 4 of 5

Standard Blanket Contract Number: 1KPC0003

Issue Date: 26-Oct-2006

Amendment Number: 000

Part Number: 000000012560820

Total Price		
UOM:	EACH	331.660000

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:  
TTOP

This Period effective from	01-Aug-2006	Through	31-Jul-2009
----------------------------	-------------	---------	-------------

Freight Terms:  
Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:

00316123579

Ship From DUNS:

00316123579

Daily Capacity:

10

Hours Per Day:

5

Price Type

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable  
taxes.

All Prices are expressed in USD

Base Price:

326.605100

Total Price:		
UOM:	EACH	326.605100

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:  
TTOP

This Period effective from	01-Aug-2009	Through	01-Apr-2010
----------------------------	-------------	---------	-------------

Freight Terms:  
Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.

Delivery Terms:

Free Carrier (FCA)

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 13 of 32

Contract Line Item Page: 5 of 5

Standard Blanket Contract Number: 1KPC0003

Issue Date: 26-Oct-2006

Amendment Number: 000

Part Number: 000000012560820

Delivery DUNS: 00316123579  
Ship From DUNS: 00316123579  
Daily Capacity: 10  
Hours Per Day: 5  
Price Type: Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

321.784820

Total Price:		
UOM:	EACH	321.784820

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:  
TTOP

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 14 of 32

Contract Line Item Page 1 of 5  
Standard Blanket Contract Number: 1KPC0003

Issue Date: 28-Nov-2006  
Amendment Number: 001  
Part Number: 000000012568020

### LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from 01-Aug-2007 through 01-Apr-2010 CANCELED

Part Description: CRANKSHAFT ASM  
Amendment Reason: Cancelled

Manufacturing DUNS Number:  
00316123579

Supplier Name and Manufacturing Address:  
ALBERT WEBER GMBH  
OTTO LILIENTHAL STR 5  
88677 MARKDORF  
GERMANY

Buyer Name:  
Rodarte, Aniero  
Buyer Code: M33  
Phone: +52 555901 3774  
Fax: +52 555901 3571

Sample Date: 01-Jan-2007  
Drawing Date: 04-27-06  
Hazardous Material Indicator: N

Line Item Notes:  
24-oct-06

\*Acting in the name and on behalf of General Motors Corporation, is pleased to announce that your company has been selected as the development/production supplier for the subject parts quoted above. It is the intent of General Motors Corporation, to utilize these parts on stated share of the quoted business (see above). General Motors Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time. Seller acknowledges that the parts have not been released for production, and agrees that until the production contract(s) are issued, any expenditures made or expenses incurred by Seller shall be made at Seller's sole risk and shall not be reimbursed or otherwise recovered from General Motors Corporation, or its subsidiaries and affiliates. General Purchasing Terms and Conditions The detailed terms and conditions of our commitment to your company will be

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 15 of 32

Contract Line Item Page

2 of 5

Issue Date: 20-Nov-2006

Standard Blanket Contract Number: 1KPC0003

Amendment Number: 001

Part Number: 000000012568820

governed by a separate contract with each "Buyer," e.g., General Motors Corporation or its subsidiary or affiliate. The General Purchasing Terms and Conditions of each Buyer will apply! Contractual binding documents listed in order of precedence:

Based on GS 1100443416 A, Weber resulted the most competitive supplier and business will be moved to them ASAP

12568820

Price : 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany

Tooling: No charges, it will use the same tooling than LS9 project.

Price Reductions

01-MAY-2006	31-MAR-2007	331.660000 USD
01-APR-2007	31-JUL-2007	331.660000 USD
01-AUG-2007	31-JUL-2008	331.660000 USD
01-AUG-2008	31-JUL-2009	326.685100 USD
01-AUG-2009	01-APR-2010	321.784820 USD

No changes on the piece price will be made based on material fluctuations.

Estimated date to start supplying GM April 2007

'Co-Sourcing Buyer reserves the right to review the competitiveness of components furnished to Seller by lower tier suppliers. Such review may involve joint activities of Buyer and Seller (co-sourcing). When requested by Buyer, Seller shall participate in any co-sourcing process and shall provide all necessary support, at no charge to Buyer.'

'Development cost Buyer reserves the right to pay the engineering development and design cost either as a lump-sum or as part of the piece price. Buyer is also entitled to switch at any time from lump sum payment to payment through the piece price. In such case the piece price over the contract term will be adjusted for the amount of any cost so far unpaid.'

'Intellectual Property GM will be the owner of all technical information and rights (including patents) that result from your development work, and may use and allow others to use such technical information and rights without restriction. Intellectual property and copyrightable works created by Seller under this contract shall be considered "works made for hire" to the extent that the works do not qualify as "works made for hire." Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein. At request all drawings and documentation relating to the design will be handed to AOGMBH without delay or hindrance. Such right, title and interest shall be deemed paid for by payment of the agreed development price, with no additional payment required.'

'Cost Management Process We consider your above mentioned quotation details including the concept sheet valid until SORP! Minor design iterations to meet quoted functional, performance and design specifications will not be considered for cost review. Major design, performance or functional changes deviating from the final SOR / concept will be reviewed jointly for cost impacts prior to the approval of the change. All potential piece price and tooling cost changes must be communicated immediately in writing with a revised concept sheet to the Lead Buyer's Purchasing Representative. No increase or reduction of any kind will be allowed without the written approval of Lead Buyer's Purchasing Representative.'

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 16 of 32

Contract Line Item Page: 3 of 5

Standard Blanket Contract Number: 1KPC0003

Issue Date: 28-Nov-2006

Amendment Number: 001

Part Number: 000000012568820

'Supply Chain Buyer reserves the right to alter or remove auxiliary services and their respective costs in connection with the delivery of parts (such as extent of subassembly, sequencing, killing or material delivery requirements) until SORP based on your company's latest quote mentioned above and reduce the purchase price accordingly. Additional agreements (technical and commercial): Supplier is responsible for all unstated deviations from the technical specifications, statements of work, and supporting documents which were not mutually agreed to and signed off by GM engineering and purchasing.'

'Seller is to contact Engineer at its earliest convenience to commence participation. Seller will be contacted shortly by buyer to review the development program. At that time the buyer will also review the procedures which will be utilized should the issuance of Purchase Contracts for prototypes or other items determined necessary.'

Antero Rodarte  
52-555901-3774

Terms and Conditions:  
Longterm Agreement EH 10/03

This Period effective from	01-Aug-2007	through	31-Jul-2008
----------------------------	-------------	---------	-------------

Freight Terms:	Collect
Payment Terms:	(80) MNS-2. On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.
Delivery Terms:	Free Carrier (FCA)
Delivery DUNS:	00316123579
Ship From DUNS:	00316123579
Daily Capacity:	10
Hours Per Day:	5
Price Type:	Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

331 660000

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 17 of 32

Contract Line Item Page

4 of 5

Standard Blanket Contract Number: 1KPC0003

Issue Date 25-Nov-2006

Amendment Number: 001

Part Number: 000000012568820

Total Price:		
UOM:	EACH	331.660000

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:  
TTOP

This Period effective from	01-Aug-2008	through	31-Jul-2009
----------------------------	-------------	---------	-------------

Freight Terms: Collect  
Payment Terms: (88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00316123579  
Ship From DUNS: 00316123579  
Daily Capacity: 10  
Hours Per Day: 5  
Price Type: Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price: 326.605100

Total Price:		
UOM:	EACH	326.605100

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:  
TTOP

This Period effective from	01-Aug-2009	through	01-Apr-2010
----------------------------	-------------	---------	-------------

Freight Terms: Collect  
Payment Terms: (88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 18 of 32

Contract Line Item Page: 5 of 5

Standard Blanket Contract Number: 1KPC0003

Issue Date: 20-Nov-2006

Amendment Number: 001

Part Number: 000000012568820

Delivery DUNS: 00316123579  
Ship From DUNS: 00316123579  
Daily Capacity: 10  
Hours Per Day: 5  
Price Type: Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes

All Prices are expressed in USD

Base Price:

321 704820

Total Price:		
UOM:	EACH	321 704820

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:  
TTP

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 19 of 32

Contract Line Item Page.

1 of 5

Standard Blanket Contract Number: 1KPC0004

Issue Date 28-Nov-2006

Amendment Number: 000

Part Number: 000000012611649

### LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from 01-Aug-2007 through 01-Apr-2010

Part Description: CRANKSHAFT ASM  
Amendment Reason: Engineering changes (Low APV)

Manufacturing DUNS Number:  
00316123579

Supplier Name and Manufacturing Address:  
ALBERT WEBER GMBH  
OTTO LILIENTHAL STR 5  
88677 MARKDORF  
GERMANY

Buyer Name:  
Rodarte, Antero  
Buyer Code: M33  
Phone: +52 555901 3774  
Fax: +52 555901 3571

Sample Date: 01-Jan-2007  
Drawing Date: 09-06-06  
Hazardous Material Indicator: N

Line Item Notes:  
24-oct-06

Acting in the name and on behalf of General Motors Corporation, is pleased to announce that your company has been selected as the development/production supplier for the subject parts quoted above. It is the intent of General Motors Corporation, to utilize these parts on stated share of the quoted business (see above). General Motors Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time. Seller acknowledges that the parts have not been released for production, and agrees that until the production contract(s) are issued, any expenditures made or expenses incurred by Seller shall be made at Seller's sole risk and shall not be reimbursed or otherwise recovered from General Motors Corporation, or its subsidiaries and affiliates. General Purchasing Terms and Conditions The detailed terms and conditions of our commitment to your company will be

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 20 of 32

Contract Line Item Page

2 of 5

Issue Date: 20-Nov-2006

Standard Blanket Contract Number: 1KPC0004

Amendment Number: 000

Part Number: 000000012611049

governed by a separate contract with each "Buyer," e.g., General Motors Corporation or its subsidiary or affiliate. The General Purchasing Terms and Conditions of each Buyer will apply! Contractual binding documents listed in order of precedence:

Based on GS 1100443416 A. Weber resulted the most competitive supplier and business will be moved to them ASAP.

12568820

Price: 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany

Tooling: No charges, it will use the same tooling than LS9 project.

Price Reductions:

01-MAY-2006 31-MAR-2007 331.660000 USD

01-APR-2007 31-JUL-2007 331.660000 USD

01-AUG-2007 31-JUL-2008 331.660000 USD

01-AUG-2008 31-JUL-2009 326.685100 USD

01-AUG-2009 01-APR-2010 321.784820 USD

No changes on the piece price will be made based on material fluctuations.

Estimated date to start supplying GM April 2007

'Co-Sourcing Buyer reserves the right to review the competitiveness of components furnished to Seller by lower tier suppliers. Such review may involve joint activities of Buyer and Seller (co-sourcing). When requested by Buyer, Seller shall participate in any co-sourcing process and shall provide all necessary support, at no charge to Buyer.'

'Development cost Buyer reserves the right to pay the engineering development and design cost either as a lump-sum or as part of the piece price. Buyer is also entitled to switch at any time from lump sum payment to payment through the piece price. In such case the piece price over the contract term will be adjusted for the amount of any cost so far unpaid.'

'Intellectual Property GM will be the owner of all technical information and rights (including patents) that result from your development work, and may use and allow others to use such technical information and rights without restriction. Intellectual property and copyrightable works created by Seller under this contract shall be considered "works made for hire" to the extent that the works do not qualify as "works made for hire," Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein. At request all drawings and documentation relating to the design will be handed to AOGMBH without delay or hindrance. Such right, title and interest shall be deemed paid for by payment of the agreed development price, with no additional payment required.'

'Cost Management Process We consider your above mentioned quotation details including the concept sheet valid until SORP! Minor design iterations to meet quoted functional, performance and design specifications will not be considered for cost review. Major design, performance or functional changes deviating from the final SOR / concept will be reviewed jointly for cost impacts prior to the approval of the change. All potential piece price and tooling cost changes must be communicated immediately in writing with a revised concept sheet to the Lead Buyer's Purchasing Representative. No increase or reduction of any kind will be allowed without the written approval of Lead Buyer's Purchasing Representative.'

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 21 of 32

Contract Line Item Page

3 of 5

Standard Blanket Contract Number: 1KPC0004

Issue Date: 28-Nov-2006

Amendment Number: 000

Part Number: 000000012611649

'Supply Chain Buyer reserves the right to alter or remove auxiliary services and their respective costs in connection with the delivery of parts (such as extent of subassembly, sequencing, kitting or material delivery requirements) until SORP based on your company's latest quote mentioned above and reduce the purchase price accordingly. Additional agreements (technical and commercial). Supplier is responsible for all unstated deviations from the technical specifications, statements of work, and supporting documents which were not mutually agreed to and signed off by GM engineering and purchasing.'

'Seller is to contact Engineer at its earliest convenience to commence participation. Seller will be contacted shortly by buyer to review the development program. At that time the buyer will also review the procedures which will be utilized should the issuance of Purchase Contracts for prototypes or other items determined necessary.'

Antero Rodarte  
52-555901 3774

=====

WO CLFKT - 633382

Description: release of part number for Weber Crankshaft

New part number: 12611649

This Purchase Order replaces 1KPC0-003

Rafael Morado for Antero Rodarte

November 28, 2006

Terms and Conditions:  
Longterm Agreement E11 10/03

This Period effective from	01-Aug-2007	through	31-Jul-2008
----------------------------	-------------	---------	-------------

Freight Terms:	Collect
Payment Terms:	(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.
Delivery Terms:	Free Carrier (FCA)
Delivery DUNS:	00316123579
Ship From DUNS:	00316123579
Daily Capacity:	10
Hours Per Day:	5
Price Type	Expendable

Contract Line Item Page: 4 of 5

Standard Blanket Contract Number: 1KPC0004

Issue Date 28-Nov-2008

Amendment Number: 000

Part Number: 000000012611640

**Price Composition:**

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

331.660000

Total Price:		
UOM:	EACH	331.660000

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:

C4

Schedule

TIOP

This Period effective from	01-Aug-2008	through	31-Jul-2009
----------------------------	-------------	---------	-------------

Freight Terms:

Collect

Payment Terms:

(80) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:

00316123579

Ship From DUNS:

00316123579

Daily Capacity:

10

Hours Per Day:

5

Price Type

Expendable

**Price Composition:**

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes

All Prices are expressed in USD

Base Price:

326.685100

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 23 of 32

Contract Line Item Page, 5 of 5  
Standard Blanket Contract Number: 1KPC0004

Issue Date: 20-Nov-2006  
Amendment Number: 000  
Part Number: 000000012611649

Total Price:	
UOM:	EACH 326.605100

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:  
C4  
Schedule  
TTOP

This Period effective from	01-Aug-2009	through	01-Apr-2010
----------------------------	-------------	---------	-------------

Freight Terms: Collect  
Payment Terms: (88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00316123579  
Ship From DUNS: 00316123579  
Daily Capacity: 10  
Hours Per Day: 5  
Price Type: Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

321.784020

Total Price:	
UOM:	EACH 321.784020

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:  
C4  
Schedule  
TTOP

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 24 of 32

Contract Line Item Page: 1 of 5  
Standard Blanket Contract Number: 1KPC0004  
Amendment Number: 001

Issue Date: 07-Aug-2007

Part Number: 000000012611649



**LINE ITEM DETAIL**  
*General Motors Corporation*

This Line Item is effective from 01-Aug-2007 through 01-Apr-2010

Part Description: CRANKSHAFT ASM  
Amendment Reason: Duns Number Maintenance

Manufacturing DUNS Number:  
00316123579

Supplier Name and Manufacturing Address:  
ALBERT WERBER GMBH  
OTTO LILIENTHAL STR 5  
88677 MARKDORF  
GERMANY

Buyer Name:  
Peniche, Arturo  
Buyer Code: XSJ  
Phone: +52 55 5901 3165  
Fax: +52 55 5901 3141

Sample Date: 01-Jan-2007  
Drawing Date: 07-18-07  
Hazardous Material Indicator: N

Line Item Notes:  
24-oct-06

'Acting in the name and on behalf of General Motors Corporation, is pleased to announce that your company has been selected as the development/production supplier for the subject parts quoted above. It is the intent of General Motors Corporation, to utilize these parts on stated share of the quoted business (see above). General Motors Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your companys successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time.

Seller acknowledges that the parts have not been released for production, and agrees that until the production contract(s) are issued, any Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your companys successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time.

expenditures made or expenses incurred by Seller shall be made at Seller's sole risk and shall not be reimbursed or otherwise recovered by Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs.

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 25 of 32

Contract Line Item Page: 2 of 5  
Standard Blanket Contract Number: 1KPC0004  
Amendment Number: 001

Issue Date: 07-Aug-2007

Part Number: 000000012611G49

Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time from General Motors Corporation, or its subsidiaries and affiliates. It's sole risk and shall not be reimbursed or otherwise recovered by Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time.

General Purchasing Terms and Conditions subsidiaries and affiliates. It's sole risk and shall not be reimbursed or otherwise recovered by Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time.

The detailed terms and conditions of our commitment to your company will be governed by a separate contract with each Buyer, e.g., ed ny Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time.

General Motors Corporation or its subsidiary or affiliate. The General Purchasing Terms and Conditions of each Buyer will apply, g., ed ny Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time.

Contractual binding documents listed in order of precedence:

Based on GS 11004134 16 A. Weber resulted the most competitive supplier and business will be moved to them ASAP.

12568820

Price: 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany  
Tooling: No charges, it will use the same tooling than LS9 project.  
Price Reductions:

01-MAY-2006 31-MAR-2007	331.660000 USD
01-APR-2007 31-JUL-2007	331.660000 USD
01-AUG-2007 31-JUL-2008	331.660000 USD
01-AUG-2008 31-JUL-2009	326.685100 USD
01-AUG-2009 01-APR-2010	321.784820 USD

No changes on the piece price will be made based on material fluctuations.

Estimated date to start supplying GM April 2007

Co-Sourcing

Buyer reserves the right to review the competitiveness of components furnished to Seller by lower tier suppliers. Most competitive supplier and business will be moved to them ASAP.

12568820

Price: 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany  
Tooling: No charges, it will use the same tooling than LS9 project.  
Price Reductions:

01-MAY-2006 31-MAR-2007	331.660000 USD
-------------------------	----------------

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 26 of 32

Contract Line Item Page: 3 of 5  
Standard Blanket Contract Number: 1KPC0004  
Amendment Number: 001

Issue Date: 07-Aug-2007

Part Number: 000000012611649

01-APR-2007 31-JUL-2007 331.660000 USD  
01-AUG-2007 31-JUL-2008 331.660000 USD  
01-AUG-2008 31-JUL-2009 326.685100 USD  
01-AUG-2009 01-APR-2010 321.784820 USD

No changes on the piece price will be made based on material fluctuations.

Estimated date to start supplying GM April 2007

Co-Sourcing

Such review may involve joint activities of Buyer and Seller (co-sourcing). ed to Seller by lower tier suppliers. ost competitive supplier and business will be moved to them ASAP.

12568820

Price : 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany Tooling. No charges, it will use the same tooling than LS9 project

Price Reductions:

01-MAY-2006

Terms & Conditions:  
Longterm Agreement EII 10/03

This Period effective from 01-Aug-2007 through 31-Jul-2008

Freight Terms:

Payment Terms:

Collect

(BB) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

Free Carrier (FCA)

00316123579

00000166884

10

5

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

331.660000

Total Price:

UOM:

331.660000

Receiving Plants and Plant Percentage

EACH

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 27 of 32

Contract Line Item Page: 4 of 5  
Standard Blanket Contract Number: 1KPC0004  
Amendment Number: 001

Issue Date: 07-Aug-2007

Part Number: 000000012611649

As scheduled

100%

Terms & Conditions:

C4

Schedule

TTOP

This Period effective from 01-Aug-2008 through 31-Jul-2009

Freight Terms:

Payment Terms:

Collect

(B8) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

Free Carrier (FCA)

00316123579

00000166884

10

5

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

326.685100

Total Price:

326.685100

UOM:

EACH

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

C4

Schedule

TTOP

This Period effective from 01-Aug-2009 through 01-Apr-2010

Freight Terms:

Payment Terms:

Collect

(B8) MNS-2, On average, payment shall be made on the second day of the

Contract Line Item Page: 1 of 5  
Standard Blanket Contract Number: 1KPC0004  
Amendment Number: 003

Issue Date: 14-Sep-2007

Part Number: 000000012611649



LINE ITEM DETAIL  
General Motors Corporation

This Line Item is effective from: 01-Aug-2007 through 01-Apr-2010

Part Description:

CRANKSHAFT ASM

Amendment Reason:

Duns Number Maintenance

Manufacturing DUNS Number:  
00316123579

Supplier Name and Manufacturing Address:  
ALBERT WEBER GMBH  
OTTO LILIENTHAL STR 5  
80677 MARKDORF  
GERMANY

Buyer Name:  
Peniche, Arthur

Buyer Code:

XSJ

Phone:

+52 55 5901 3165

Fax:

+52 55 5901 3141

Sample Date:

Drawing Date:

01-Jan-2007

Hazardous Material Indicator:

07-18-07

N

Line Item Notes:  
24-oct-06

'Acting in the name and on behalf of General Motors Corporation, is pleased to announce that your company has been selected as the development/production supplier for the subject parts quoted above. It is the intent of General Motors Corporation, to utilize these parts on stated share of the quoted business (see above). General Motors Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time. Seller acknowledges that the parts have not been released for production, and agrees that until the production contract(s) are issued, any expenditures made or expenses incurred by Seller shall be made at Seller's sole risk and shall not be reimbursed or otherwise recovered from General Motors Corporation, or its subsidiaries and affiliates. General Purchasing Terms and Conditions The detailed terms and conditions of our commitment to your company will be governed by a separate contract with each 'Buyer,' e.g., General Motors Corporation or its subsidiary or affiliate. The General Purchasing Terms and Conditions of each Buyer will apply. Contractual binding documents listed in order of precedence.'

Based on GS 1100443416 A, Weber resulted the most competitive supplier and business will be moved

Contract Line Item Page 2 of 5  
Standard Blanket Contract Number: 1KPC0004  
Amendment Number: 003

Issue Date: 14-Sep-2007

Part Number: 000000012611649

to Item ASAP.

12568820

Price 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany  
Tooling: No charges, it will use the same tooling than LS9 project.  
Price Reductions:

01-MAY-2006 31-MAR-2007	331.660000 USD	
01-APR-2007 31-JUL-2007	331.660000 USD	
01-AUG-2007 31-JUL-2008	331.660000 USD	
01-AUG-2008 31-JUL-2009	326.665100 USD	- 329.52
01-AUG-2009 01-APR-2010	321.704820 USD	- 329.52

LS7

No changes on the piece price will be made based on material fluctuations.

Estimated date to start supplying GM April 2007

**'Co-Sourcing**

Buyer reserves the right to review the competitiveness of components furnished to Seller by lower tier suppliers. Such review may involve joint activities of Buyer and Seller (co-sourcing). When requested by Buyer, Seller shall participate in any co-sourcing process and shall provide all necessary support, at no charge to Buyer.

**'Development cost**

Buyer reserves the right to pay the engineering development and design cost either as a lump-sum or as part of the piece price. Buyer is also entitled to switch at any time from lump sum payment to payment through the piece price. In such case the piece price over the contract term will be adjusted for the amount of any cost so far unpaid.

**'Intellectual Property**

GM will be the owner of all technical information and rights (including patents) that result from your development work, and may use and allow others to use such technical information and rights without restriction. Intellectual property and copyrightable works created by Seller under this contract shall be considered 'works made for hire' to the extent that the works do not qualify as 'works made for hire.' Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein. At request all drawings and documentation relating to the design will be handed to ADGM&H without delay or hindrance. Such right, title and interest shall be deemed paid for by payment of the agreed development price, with no additional payment required.

**'Cost Management Process**

We consider your above mentioned quotation details including the concept sheet valid until SORFA. Minor design iterations to meet quoted functional, performance and design specifications will not be considered for cost review. Major design, performance or functional changes deviating from the final SOR / concept will be reviewed jointly for cost impacts prior to the approval of the change. All potential piece price and tooling cost changes must be communicated immediately in writing with a revised concept sheet to the Lead Buyer's Purchasing Representative. No increase or reduction of any kind will be allowed without the written approval of Lead Buyer's Purchasing Representative.

**'Supply Chain**

Buyer reserves the right to alter or remove auxiliary services and their respective costs in connection with the delivery of parts (such as extent of subassembly, sequencing, killing or material delivery requirements) until SORFA based on your company's latest quote mentioned above and reduce the purchase price accordingly.

**Additional agreements (technical and commercial):**

Supplier is responsible for all unstated deviations from the technical specifications, statements of work, and supporting documents which were not mutually agreed to and signed off by GM engineering and purchasing.

Seller is to contact Engineer at its earliest convenience to commence participation.

Seller will be contacted shortly by buyer to review the development program. At that time the buyer will also review the procedures which will be utilized should the issuance of Purchase Contracts for prototypes or other items determined necessary.

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 30 of 32

Contract Line Item Page: 3 of 5  
Standard Blanket Contract Number: 1KPC0004  
Amendment Number: 003

Issue Date: 14-Sep-2007

Part Number: 000000012611649

Antero Rodarte  
52-555901-3774

=====

WO CLFKT - 633382

Description: release of part number for Weber Crankshaft

New part number: 12611649

This Purchase Order replaces 1KPC0-003

Rafael Morado for Antero Rodarte

November 28, 2006

=====

Amendment created to modify Ship from DUNS number to reflect Weber/Belleville warehouse relationship.  
Dummy Duns Created: 000166884

Arturo Peniche  
Buyer Code: XSJ  
Ph. 52 55 5901 3165  
August 7th, 2007

=====

Amendment created to correct supplier capacity from 10 parts daily to 24 per email sent by Daniel Weber on September 12th, 2007

Arturo Peniche  
Buyer Code: XSJ  
Ph. 52 55 5901 3165  
September 7th, 2007

=====

Amendment created to modify Ship from DUNS number to reflect Albert Weber/Belleville warehouse relationship.  
Dummy Duns: 000166884

Arturo Peniche  
Buyer Code: XSJ  
Ph. 52 55 5901 3165  
September 14th, 2007

Terms & Conditions:  
Longterm Agreement Eff 10/03

Time Period effective from 01-Aug-2007 through 31-Jul-2008

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall  
be made on the second day of the

Contract Line Item Page: 4 of 5  
Standard Blanket Contract Number: 1KPC0004  
Amendment Number: 003

Issue Date: 14-Sep-2007

Part Number: 000000012611649

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

second month following Buyers receipt  
date of goods or services.

Free Carrier (FCA)

00316123579

00000166884

24

21

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any  
applicable taxes.

All Prices are expressed in USD

Base Price:

331 660000

Total Price:

331 660000

UOM:

EACH

Receiving Plants and Plant Percentage

As scheduled

100 %

Terms & Conditions:

C4

Schedule

T10P

This Period effective from 01-Aug-2008 through 31-Jul-2009

Freight Terms:

Payment Terms:

Collect

(88) MNS-2. On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services.

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

Free Carrier (FCA)

00316123579

00000166884

24

21

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any  
applicable taxes.

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 32 of 32

Contract Line Item Page: 5 of 5  
Standard Blanket Contract Number: 1KPC0004  
Amendment Number: 003

Issue Date: 14-Sep-2007

Part Number: 000000012611649

All Prices are expressed in USD

Base Price:

326.605100

Total Price:	326.605100
UOM:	EACH

Receiving Plants and Plant Percentage

As scheduled

100 %

Terms & Conditions:

C4

Schedule

TTOP

This Period effective from 01-Aug-2000 through 01-Apr-2010

Freight Terms:

Payment Terms:

Collect

(88) MINS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

Free Carrier (FCA)

00316123579

00000166884

24

21

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

321.784020

Total Price:	321.784020
UOM:	EACH

Receiving Plants and Plant Percentage

As scheduled

100 %

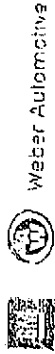
Terms & Conditions:

C4

Schedule

TTOP

## **EXHIBIT 3**



Contract Header Listing - GM several projects

Components	Project	Type	Part Number	Date of Quote	Quotation Number	Date of Order Receipt	Date of Contract Header	Number of Contract Header	Date of Contradiction
Cylinder Block	Supercharged V8	LSS	12502098	27 03 2006	1C0553203-003	03 04 2006	03 04 2006	1K870000	pp
							14 08 2006	1K870000	pp
							25 02 2007	1K870002	pp
							20 07 2007	1K870000	pp
							03 08 2007	1K870000	pp
							31 10 2007	1K870000	pp
							13 12 2007	1K870000	pp
							14 12 2007	1K870008	pp

Quotation



Albert Weber

General Motors Powertrain Group  
Mr. Henry Hall  
Global Purchasing and Supply Chain  
Castings Purchasing Supervisor

Fax: 248-857-4405  
Telephone 248-857-2735  
E-Mail: henry.c.hall@gm.com

Albert Weber Manufacturing Corp  
231 Denning Way  
Eastport Commerce Park  
Summerville/Charleston 29160  
South Carolina USA

Phone +1 (843) 875 6166  
Fax +1 (843) 875 40 20

E-Mail: info@weber-a.com  
Internet: www.weber-a.com

Date: 27<sup>th</sup> March 2006  
Contact person: Daniel Weber  
On Reference: VC-dw  
Telephone: 843 875-6366 ext. -102  
Mobile: 843 814 8129  
E-Mail: d.weber@weber-a.com

Your RFQ dated on Monday 6<sup>th</sup> February 2006 – 6,2L V8 LS9 and LSA Cylinder Block –  
Machining Process  
Your RFQ-No.: 1000443191  
Quotation No.: 100555/003-003

Dear Henry,

we revised our quotation according to the you last email dated Friday 24<sup>th</sup> March.

Our quotation for the above mentioned projects, along with our terms and conditions follows

1. Product and Services Provided			
	NAME	Part No	
1.1	Cylinder Block	12602098	LS9
1.2	Cylinder Block	GPS132901	LSA

Complete NC machining and assembly according to drawings, RFQ-data and specifications

A division of Weber Automotive

Page 1 of 1

Management board  
Albert Weber  
Christian Weber  
Daniel Weber  
Headquarter  
Germany  
Otto-Lilienthal-Straße 5  
D-81077 München

Quotation



Albert Weber

**2. Prices, Delivery and Payment Conditions**

Based on a contract duration of minimum 2,4/4 years, a continuous production and a guaranteed share of 100% of the external demand on Cylinder Block machining and assembly for the LS9 and LSA projects, we offer the following prices

**2.1 Cylinder Block LS9**

	Cylinder Block 12602098
SOP	03/2008
Volume/Duration	4.000/2,4 years
Total quantity	4,000 pcs
Basic Machining costs per pcs in US\$ (yearly)	US\$ 265,00
Total Non Manufacturing Add On Costs in US\$	US\$ 125,00
Total Grand Selling Price per pcs in US\$	US\$ 390,00
Tooling costs in US\$*	US\$ 870,000 Additional to the Tooling costs for 2.2)

(Fixtures, Tools, Production Set-up, Initial Sample, etc.)  
for a max. capacity of 1,725 pcs/year. (1,500 pcs +15%)

**Ratio: optional 2012 - 2013**

Ratio	08/2009	08/2010	08/2011	08/2012	08/2013
3% on the machining costs only	US\$ 257,28	US\$ 249,79	US\$ 242,51	US\$ 235,45	US\$ 228,59

If the contract duration will enlarge for the years 2011 and 2012 we offer the prices mentioned above.

Quotation



Albert Weber

2.2 Cylinder Block LSA

Machining starting from honing

	Cylinder Block LSA
SOP	09/2008
Duration	4 years
Yearly quantity	7,000 pcs
Total quantity	28,000 pcs
Basic Machining costs per pcs in US\$	US\$ 70,94
Total Non Manufacturing Add On Costs in US\$	US\$ 17,56
Total Grand Selling Price per pcs in US\$	US\$ 88,50
Tooling costs in US\$*	US\$ 390,000 Additional to the Tooling costs for 2.1

\* (Fixtures, Tools, Production Set-up, Initial Sample, etc.)  
for a max. capacity of 0,050 pcs/year. (7,000 pcs +15%)

Ratio: optional 2012 - 2013

Ratio	08/2009	08/2010	08/2011	08/2012	08/2013
3% on the machining costs only	US\$ 64,87	US\$ 66,87	US\$ 64,92	US\$ 63,03	US\$ 61,19

Note: If the real yearly demand will be outside a range of more than  $\pm 15\%$ , AW will review and accommodate the prices corresponding.

- 2.4 Prices: + value added tax
- 2.5 Price Basis: 2006
- 2.6 Delivery: FCA Albert Weber Manufacturing, Charleston, SC  
Details concerning packaging materials and methods need to be determined and are not included in the quote
- 2.7 Payment Terms:
- Parts: in 30 days after delivery, net
- Tooling: 50% after receiving of order  
50% after validation of sample parts,  
latest 30 days after sample parts introduction

Quotation



Albert Weber

3. Delivery, Production and Contract Duration

3.1 Delivery/Time schedule

Sample Parts/Pre-production Parts

Sample parts will be introduced in 6 months after placing of order.

Pre-production-prices:

	Cylinderblock LS9	Cylinder Block LSA
Total Costs per Prototype in US\$	US\$ 2,730	US\$ 69,50

Note: We are only able to machine the prototypes in connection with the series production. The tooling costs for the prototypes are included in the 50% payment after receiving of order.

Series Production

Series production will start in 2008, 12 months after placing of order and clarification of all associated details.

3.2 Production

We calculate for our production process a flexibility within  $\pm 15\%$  and produce each day constant the average of the yearly volume respective of the volume for the next 6 months period  
(volume of the year divide by 250 days/year).

For our production and capacity planning we need 6 months ahead a forecast of your demands for the following 6 months period.  
An increase in demand and capacity more then plus 15% needs to be ordered 6 months ahead of delivery date for increased volume.

3.3 Duration of contract and supply of the 100%-demand

The contract duration is fixed agreed corresponding to item 2 for a minimum duration of 2,4/4 years.

The Albert Weber Manufacturing Corp. will install the requested capacity with the payment of the tooling costs.

GM is committed to purchase exclusive the 100% demands LS9 and LSA Cylinder Block machining and assembly from Albert Weber and will not purchase machining or assembly capacity from any other supplier during the duration of contract or will not establish in-house production.

Quotation



Albert Weber

4. Obligation to deliver and Obligation to accept Deliveries

We are obliged to fulfil the respective volumes according to quality, quantity and on-time deliveries, and so is the purchaser. The party that violates this agreement fully covers the other parties compensation

5. Components provided by GM

Packaging material to deliver machined and assembled Cylinder Blocks from Albert Weber Manufacturing Corp., Charleston, to General Motors engine plant.

6. Provisions

6.1 Rejects

In case of quality complaints caused by defective parts supplied by us, we will receive a written report according to DIN ISO 9002 and appropriate time for repair or to send substitute parts  
Costs for any repairs at the receiving plant being performed without our prior approval will be refused  
In principle we are not liable for any direct or indirect damages caused by defective material supplied by us

6.2 Material Scrap

The prices are based on a maximum 1% foundry scrap rate. In the case we will have a higher scrap rate, GM agrees to reimburse us for our value added above 1%.  
The price is the same as for good parts.

7. GM Terms & Conditions / Supplier Quality System Requirements

The Albert Weber Manufacturing Corp. does accept the GM Terms & Conditions as confirmed in this quotation. For all further requirements it is necessary to confirm the validity in a separate acknowledgement.  
Regarding the Supplier Quality System Requirements we confirm the TS 16949 standards and will determine the valid requirements for our company together with the GM Supplier Quality Engineer after receiving of order.  
Albert Weber does accept the GM Terms & Conditions.

Quotation

ALBERT WEBER MANUFACTURING CORP.



Albert Weber

8. Ownership of Tooling

With the payment of the tooling costs GM will have the ownership of the tooling. By the Albert Weber Manufacturing Corp. remains the right to use the tooling for an unlimited time period

9. Quotation Validity

This quotation is valid for 3 months from the date of issue.

We hope the above quotation is clear, and that we will be able to meet your needs.

As a specialist in the contract manufacturing of engine and drive train components for the automotive industry and engine manufacturers, we can ensure you that our products will meet your high quality standards and that our deliveries will be reliable.

We are looking forward to hearing from you.

Best regards,

Albert Weber Manufacturing Corp.

Daniel Weber

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 9 of 48

Contract Line Item Page: 1 of 5  
Standard Blanket Contract Number: 1K870000

Issue Date: 03-Apr-2006  
Amendment Number: 000  
Part Number: 000000012602098

### LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from 05-Apr-2006 through 01-Aug-2012

Part Description: BLOCK ASM-ENG  
Amendment Reason: Sourcing New Parts

Manufacturing DUNS Number:  
00939963773

Supplier Name and Manufacturing Address:  
WEBER, ALBERT CO  
ALBERT WEBER MANUFACTURING  
231 DEMING WAY  
SUMMERVILLE, SC 29483  
UNITED STATES

Buyer Name:  
Hall, Henry  
Buyer Code: X41  
Phone: 248-857-2735  
Fax: 248-857-4405

Sample Date: 01-Jul-2007  
Hazardous Material Indicator: N

#### Line Item Notes:

=====

Description:  
Nomination contract to Albert Weber for the 2009 model year LSA (12607428)  
Block machining and assembly and for the 2009 model year LS9 (12602098)  
Block machining and assembly. As approved by the Sourcing Board on March  
29, 2006.  
The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is  
\$870,000.  
Separate tooling purchase orders will be issued. This is a nomination  
contract, and as such,  
no work should be performed against it where there is an expectation of  
payment  
without a separate purchase order.  
New Part nos:-----OTC/HRS  
12607428-----09/22  
12602098-----30/22  
Part Description: BLOCK ASM-ENG  
Model Year: 2009

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 10 of 48

Contract Line Item Page 2 of 5

Standard Blanket Contract Number: 1K870000

Issue Date: 03-Apr-2006

Amendment Number: 000

Part Number: 000000012602098

Program: LSA / LS9 Supercharger Program

Price Type: Returnable

PPAP date: 7/1/2007

Supplier Contact: Daniel Weber

Supplier Memo Dated: 3/27/2006

Contract Duration: LG+SPO

Sid Kumar for Henry C. Hall

04/03/2006

Terms and Conditions:

Longterm Agreement EII 10/03

This Period effective from 05-Apr-2006 through 31-Jul-2009

Freight Terms:

Collect

Payment Terms:

{88} MNS-2, On average, payment shall be made on the second day of the second month following Buyer's receipt date of goods or services

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:

00939963773

Ship From DUNS:

00939963773

Daily Capacity:

30

Hours Per Day:

22

Price Type

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

390.000000

Total Price:

UOM: EACH

390.000000

Receiving Plants and Plant Percentage  
As scheduled

100 %

Terms & Conditions:

C4

Nominal

Schedule

TTOP

This Period effective from 01-Aug-2009 through 31-Jul-2010

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 11 of 48

Contract Line Item Page 3 of 5

Standard Blanket Contract Number: 1K870000

Issue Date 03-Apr-2006

Amendment Number: 000

Part Number: 000000012602090

Freight Terms: Collect  
Payment Terms: (88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00939963773  
Ship From DUNS: 00939963773  
Daily Capacity: 30  
Hours Per Day: 22  
Price Type: Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price: 382.280000

Total Price:		
UOM:	EACH	382.280000

Receiving Plants and Plant Percentage  
As scheduled

100 %

Terms & Conditions:

C4

Nominate

Schedule

TTOP

This Period effective from	01-Aug-2010	through	31-Jul-2011
----------------------------	-------------	---------	-------------

Freight Terms: Collect  
Payment Terms: (88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00939963773  
Ship From DUNS: 00939963773  
Daily Capacity: 30  
Hours Per Day: 22  
Price Type: Returnable

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 12 of 48

Contract Line Item Page 4 of 5  
Standard Blanket Contract Number: 1K870000

Issue Date: 03-Apr-2006  
Amendment Number: 000  
Part Number: 000000012602098

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price: 374 790000

Total Price:		
UOM:	EACH	374 790000

Receiving Plants and Plant Percentage  
As scheduled

100 %

Terms & Conditions:

C1  
Nominale  
Schedule  
TTOP

This Period effective from	01-Aug-2011	through	01-Aug-2012
----------------------------	-------------	---------	-------------

Freight Terms: Collect  
Payment Terms: (88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00939963773  
Ship From DUNS: 00939963773  
Daily Capacity: 30  
Hours Per Day: 22  
Price Type: Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price: 367.510000

Contract Line Item Page 5 of 5

Standard Blanket Contract Number: 1K870000

Issue Date: 03-Apr-2006

Amendment Number: 000

Part Number: 000000012602098

Total Price:		
UOM:	EACH	367.510000

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:

C4

Nominate

Schedule

TTOP

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 14 of 48

Contract Line Item Page 1 of 5  
Standard Blanket Contract Number: 1K870000

Issue Date: 14-Aug-2006  
Amendment Number: 001  
Part Number: 000000012602098

### LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from 05-Apr-2006 through 01-Aug-2012

Part Description: BLOCK ASM-ENG  
Amendment Reason: Change in Clauses or Terms

Manufacturing DUNS Number:  
00939963773

Supplier Name and Manufacturing Address:  
WEBER, ALBERT CO  
ALBERT WEBER MANUFACTURING  
231 DEMING WAY  
SUMMERVILLE, SC 29403  
UNITED STATES

Buyer Name:  
Haidous, Saber  
Buyer Code: X41

Sample Date: 01-Jul-2007  
Hazardous Material Indicator: N

#### Line Item Notes:

##### Description:

Nomination contract to Albert Weber for the 2009 model year LSA (12607428)

Block machining and assembly and for the 2009 model year LS9 (12602098)

Block machining and assembly. As approved by the Sourcing Board on March 29, 2006.

The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is \$870,000.

Separate tooling purchase orders will be issued. This is a nomination contract, and as such, no work should be performed against it where there is an expectation of payment without a separate purchase order.

New Part nos:.....OTC/HRS

12607428.....09/22

12602098.....30/22

Part Description: BLOCK ASM-ENG

Model Year: 2009

Program: LSA / LS9 Supercharger Program

Price Type: Returnable

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 15 of 48

Contract Line Item Page 2 of 5

Standard Blanket Contract Number: 1K870000

Issue Date: 14-Aug-2006

Amendment Number: 001

Part Number: 000000012602090

PPAP date: 7/1/2007  
Supplier Contact: Daniel Weber  
Supplier Memo Dated: 3/27/2006  
Contract Duration: LG+SPO

Sid Kumar for Henry C. Hall  
04/03/2006

=====

August 14, 2006

GM Powertrain Buyer: Henry C. Hall (248) 857-2735

Quotation based on Albert Weber quote number 10055/003-003.

No change in price

Terms and Conditions:  
Longterm Agreement Eff 10/03

This Period effective from	05-Apr-2006	through	31-Jul-2009
----------------------------	-------------	---------	-------------

Freight Terms:	Collect
Payment Terms:	(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.
Delivery Terms:	Free Carrier (FCA)
Delivery DUNS:	00939963773
Ship From DUNS:	00939963773
Daily Capacity:	30
Hours Per Day:	22
Price Type:	Retainable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

390.000000

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 16 of 48

Contract Line Item Page: 3 of 5

Standard Blanket Contract Number: 1K870000

Issue Date: 14-Aug-2006

Amendment Number: 001

Part Number: 000000012602098

Total Price:		
UOM:	EACH	390.000000

Receiving Plants and Plant Percentage  
As scheduled

100 %

Terms & Conditions:

C4

Nominate

Schedule

TTOP

This Period effective from	01-Aug-2009	through	31-Jul-2010
----------------------------	-------------	---------	-------------

Freight Terms:

Collect

Payment Terms:

(88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:

00939963773

Ship From DUNS:

00939963773

Daily Capacity:

30

Hours Per Day:

22

Price Type

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

302.280000

Total Price:		
UOM:	EACH	302.280000

Receiving Plants and Plant Percentage  
As scheduled

100 %

Terms & Conditions:

C4

Nominate

Schedule

TTOP

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 17 of 48

Contract Line Item Page: 4 of 5  
Standard Blanket Contract Number: 1K870000

Issue Date: 14-Aug-2006  
Amendment Number: 001  
Part Number: 000000012602090

This Period effective from 01-Aug-2010 through 31-Jul-2011

Freight Terms: Collect  
Payment Terms: (80) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00939963773  
Ship From DUNS: 00939963773  
Daily Capacity: 30  
Hours Per Day: 22  
Price Type: Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

374.790000

Total Price: 374.790000  
UOM: EACH

Receiving Plants and Plant Percentage  
As scheduled

100 %

Terms & Conditions:  
C1  
Nominale  
Schedule  
YTOP

This Period effective from 01-Aug-2011 through 01-Aug-2012

Freight Terms: Collect  
Payment Terms: (80) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00939963773  
Ship From DUNS: 00939963773  
Daily Capacity: 30  
Hours Per Day: 22  
Price Type: Returnable

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 18 of 48

Contract Line Item Page: 5 of 5

Issue Date: 14-Aug-2006

Standard Blanket Contract Number: 1K870000

Amendment Number: 001

Part Number: 000000012602098

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price: 367.510000

Total Price:		367.510000
UOM:	EACH	

Receiving Plants and Plant Percentage

As scheduled 100%

Terms & Conditions:

C4

Nominate

Schedule

TTOP

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 19 of 48

LS9 3

Contract Line Item Page: 1 of 3

Standard Spot Buy Contract Number: 1K870002

Issue Date: 25-Feb-2007

Amendment Number: 000

Part Number: 000000012602098



## LINE ITEM DETAIL for TOOLING CONTRACT

*General Motors Corporation*

This Line Item is effective from 23-Feb-2007 through 23-Feb-2010

Part Description: BLOCK ASM-ENG  
Amendment Reason: New Part Sourcing (Auction)

Manufacturing DUNS Number:  
00939963773

Supplier Name and Manufacturing Address:  
WEBER, ALBERT CO  
ALBERT WEBER MANUFACTURING  
231 DEMING WAY  
SUMMERVILLE, SC 29403  
UNITED STATES

Buyer Name:  
Shakespeare, Colette  
Buyer Code: X41

Tooling Capacity: 8,050  
Tooling Capacity Hours: 24  
Tooling Sample Date: 08-Oct-007  
Hazardous Material Indicator: N

### Line Item Notes:

=====

Purchase order issued to cover the cost of special permanent tools, dies,  
patterns and/or molds necessary to produce P/N # 12602098

### PART DESCRIPTION, as follows:

EWO#: CSXCZ  
EWO Description:  
Affected P/N: 12602089  
Model Year: MY 2009  
Program: LS9, Supercharge V8  
Capacity: Tooling Capacity 8 050  
CurrencyType: USD

If machinery and equipment as defined by GM's tooling guidelines is listed  
on this order,  
the price of that M&E will be debited from the tooling order and no  
adjustment to piece  
price will be permitted. Additionally, if the value of the tools are less  
than the quoted  
amount per GM's tooling team, the value of the tools will be reduced to the

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 20 of 48

Contract Line Item Page: 2 of 3

Issue Date: 25-Feb-2007

Standard Spot Buy Contract Number: 1K870002

Amendment Number: 000

Part Number: 00000001260209A

amount  
specified by the fore-mentioned group. Supplier must provide all requested  
data to  
GM within a reasonable time and in the manner prescribed. Failure to do so  
will result in  
a equitable adjustment to the purchase order and/or debit. GM tooling  
guidelines apply.

Price Type: BULK

PPAP Date: 10/8/2007

Supplier Contact: Markus Kramer

Supplier Memo Dated: 2/8/2007

Physical Location of Tooling (city & state): Charleston, SC

Detailed Tooling Breakdown:

Tool Cost	Tool Description
\$105,900	Fixtures
\$ 17,100	Lifting fixtures
\$ 21,250	Leak Testing
\$ 4,900	Measurement fixtures
\$ 26,500	Measurement tooling
\$200,500	Tooling
\$117,750	Honing
\$ 0,500	Assembly
\$502,400.00 USD	Total

Total Tooling Cost/Currency: \$502,400.00 USD

Supplier is Required to Mark all General Motors Tools with the GM  
Identification Tags.

Pierce Gunter for Colette Shakespear  
02/23/2007

Terms and Conditions:

Freight Terms:	Collect
Payment Terms:	(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services
Delivery Terms:	Free Carrier (FCA)
Delivery DUNS:	00939963773
Ship From DUNS:	00939963773
Price Type	Bulk

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 21 of 48

Contract Line Item Page: 3 of 3

Issue Date: 25-Feb-2007

Standard Spot Buy Contract Number: 1K870002

Amendment Number: 000

Part Number: 000000012602090

**Price Composition:**

The Total Price is composed of Base Price plus any applicable taxes.

All Prices are expressed in *USD*

Quantity:

1

Base Price:

502,400.000000

Total Price:		
UOM:	LOT	502,400.000000

Terms & Conditions:

\*\*\*\*\*

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 22 of 48

Contract Line Item Page: 1 of 5  
Standard Blanket Contract Number: 1K870000  
Amendment Number 002

Issue Date: 20-Jul-2007

Part Number: 000000012602090



LINE ITEM DETAIL  
General Motors Corporation

This Line Item is effective from 05-Apr-2005 through 01-Aug-2012

Part Description:

BLOCK ASM-ENG

Amendment Reason:

Change in Clauses or Terms

Manufacturing DUNS Number:  
00939963773

Supplier Name and Manufacturing Address:  
WEBER, ALBERT CO  
ALBERT WEBER MANUFACTURING  
231 DEMING WAY  
SUMMERVILLE, SC 29483  
UNITED STATES

Buyer Name:  
Shakespeare, Colette

Buyer Code: X41

Sample Date:

01-Jul-2007

Drawing Date:

02-15-07

Hazardous Material Indicator:

N

Line Item Notes:

=====  
Description:  
Nomination contract to Albert Weber for the 2009 model year LSA (12607428)  
Block machining and assembly and for the 2009 model year LS9 (12602090)  
Block machining and assembly. As approved by the Sourcing Board on March 29, 2005.  
The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is \$870,000.  
Separate tooling purchase orders will be issued. This is a nomination contract, and as such,  
no work should be performed against it where there is an expectation of payment  
without a separate purchase order.  
New Part nos:-----OTC/HRS  
12607428-----09/22  
12602090-----30/22  
Part Description: BLOCK ASM-ENG  
Model Year: 2009  
Program: LSA / LS9 Supercharger Program  
Price Type: Returnable  
PPAP date: 7/1/2007  
Supplier Contact: Daniel Weber  
Supplier Memo Dated: 3/27/2006  
Contract Duration: LG+SPO

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 23 of 48

Contract Line Item Page: 2 of 5  
Standard Blanket Contract Number: 1K870000  
Amendment Number: 002

Issue Date 20-Jul-2007  
Part Number: 000000012002090

Sid Kumar for Henry C. Hall  
04/03/2006

August 14, 2006.

GM Powertrain Buyer: Henry C. Hall (248) 857-2735.

Quotation based on Albert Weber quote number 10055/003-003.

No change in price

\*\*\*\*\*Revision #002 issued to remove nomination clause. This is a standard blanket contract released  
for production via EWO# CSXCZ  
PPAP tentatively scheduled for submission - January 25, 2008. Contact ASQE for PPAP confirmation.  
Any questions contact your buyer above.

Terms & Conditions:  
Longterm Agreement Eff 10/03

This Period effective from 05-Apr-2006 through 31-Jul-2009

Freight Terms:

Collect

Payment Terms:

(88) MNS-2, On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services.

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:

00939963773

Ship From DUNS:

00939963773

Daily Capacity:

30

Hours Per Day:

22

Price Type:

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any  
applicable taxes.

All Prices are expressed in USD

Base Price:

390.000000

Total Price:

390.000000

UOM:

EACH

Receiving Plants and Plant Percentage

As scheduled

100%

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 24 of 48

Contract Line Item Page: 3 of 5  
Standard Blanket Contract Number: 1K870000  
Amendment Number: 002

Issue Date: 20-Jul-2007

Part Number: 000000012602090

Terms & Conditions:

C4  
Nominale  
Schedule  
TROP

This Period effective from 01-Aug-2009 through 31-Jul-2010

Freight Terms:  
Payment Terms:

Collect  
(88) MNS-2, On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

Free Carrier (FCA)

00939963773

00939963773

30

22

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any  
applicable taxes.

All Prices are expressed in USD

Base Price:

302.280000

Total Price:

UOM:

302.280000

EACH

Receiving Plants and Plant Percentage  
As scheduled

100 %

Terms & Conditions:

C4  
Schedule  
TROP

This Period effective from 01-Aug-2010 through 31-Jul-2011

Freight Terms:  
Payment Terms:

Collect  
(88) MNS-2, On average, payment shall  
be made on the second day of the  
second month following Buyers receipt

Contract Line Item Page: 4 of 5  
Standard Blanket Contract Number: 1K870000  
Amendment Number: 002

Issue Date: 20-Jul-2007

Part Number: 000000012602090

Delivery Terms: date of goods or services  
Delivery DUNS: Free Carrier (FCA)  
Ship From DUNS: 00939963773  
Daily Capacity: 00939963773  
Hours Per Day: 30  
Price Type: 22  
Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

374.790000

Total Price:	374.790000
UOM:	EACH

Receiving Plants and Plant Percentage

As scheduled

100 %

Terms & Conditions:

C4

Schedule

TTOP

This Period effective from 01-Aug-2011 through 01-Aug-2012

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

Free Carrier (FCA)

00939963773

00939963773

30

22

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 26 of 48

Contract Line Item Page: 5 of 5  
Standard Blanket Contract Number: 1K870000  
Amendment Number: 002

Issue Date: 20-Jul-2007

Part Number: 000000012502098

Base Price:

367.510000

Total Price:	367.510000
UOM:	EACH

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:

C4

Schedule

TTOP

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 27 of 48

Contract Line Item Page 1 of 5  
Standard Blanket Contract Number: 1K070000  
Amendment Number: 003

Issue Date 03-Aug-2007

Part Number: 000000012602090



**LINE ITEM DETAIL**  
*General Motors Corporation*

This Line Item is effective from 05-Apr-2006 through 01-Aug-2012

Part Description: BLOCK ASM-ENG  
Amendment Reason: Engineering Change Special

Manufacturing DUNS Number:  
00939963773

Supplier Name and Manufacturing Address:  
WEBER, ALBERT CO  
ALBERT WEBER MANUFACTURING  
231 DEMING WAY  
SUMMERVILLE, SC 29403  
UNITED STATES

Buyer Name:  
Shakespeare, Colette  
Buyer Code:

X41

Sample Date: 01-Jul-2007  
Drawing Date: 02-15-07  
Hazardous Material Indicator: N

Line Item Notes:  
July 26, 2007.  
GM Powertrain Buyer, Henry C. Hall (248) 857-2735

Updating Albert Weber contract for LSA and LS9 Supercharger engines to reflect actual cost of GM sourced Oil Squirter part 12601222. GM directed Albert Weber to use a cost of \$2.00 U.S. dollars per Oil Squirter for LSA/LS9 assemblies 12607428 and 12602098. GM awarded Albert Weber the engine Block machining and assembly business for parts 12607428 and 12602098 on March 29, 2006 (RFO 1000443191). GM awarded Bontaz the Oil Squirter in May of 2006. Bontaz part 12601222 was released on EWO BXHZJA and sourced by Jamie Malarney under RFO 600455309.

The nomination clause is also removed from these production released parts.

=====  
Description:

Nomination contract to Albert Weber for the 2009 model year LSA (12607428) Block machining and assembly and for the 2009 model year LS9 (12602098) Block machining and assembly. As approved by the Sourcing Board on March 29, 2006. The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is \$870,000. Separate tooling purchase orders will be issued. This is a nomination contract, and as such,

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 28 of 48

Contract Line Item Page: 2 of 5  
Standard Blanket Contract Number: 1K070000  
Amendment Number: 003

Issue Date: 03-Aug-2007

Part Number: 000000012602098

no work should be performed against it where there is an expectation of payment  
without a separate purchase order.

New Part nos: QTC/HRS  
12607428 09/22  
12602098 30/22

Part Description: BLOCK ASM-ENG

Model Year: 2009

Program: LSA / LSA Supercharger Program

Price Type: Returnable

PPAP date: 7/1/2007

Supplier Contact: Daniel Weber

Supplier Memo Dated: 3/27/2006

Contract Duration: LG+SPO

Sid Kumar for Henry C. Hall  
04/03/2006

August 14, 2006

GM Powertrain Buyer: Henry C. Hall (248) 857-2735.

Quotation based on Albert Weber quote number 10055/003-003.

No change in price.

Revision #002 issued to remove nomination clause. This is a standard blanket contract released  
for production via EWO# CSXC2.  
PPAP tentatively scheduled for submission - January 25, 2008. Contact ASOE for PPAP confirmation  
Any questions contact your buyer above

Terms & Conditions:  
Longterm Agreement Eff 10/03

This Period effective from 26-Jul-2007 through 31-Jul-2009

Freight Terms:

Payment Terms:

Collect

(88) MNS-2. On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services.

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

Free Carrier (FCA)

00939963773

00939963773

30

22

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any  
applicable taxes.

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 29 of 48

Contract Line Item Page: 3 of 5  
Standard Blanket Contract Number: 1K870000  
Amendment Number: 003

Issue Date: 03-Aug-2007

Part Number: 000000012602098

All Prices are expressed in USD  
Base Price:

399 914400

Total Price:	399 914400
UOM:	EACH

Receiving Plants and Plant Percentage  
As scheduled

100 %

Terms & Conditions:

C4  
Schedule  
TRQP

This Period effective from	01-Aug-2005	through	31-Jul-2010
----------------------------	-------------	---------	-------------

Freight Terms:  
Payment Terms:

Collect  
(88) MNS-2, On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services.

Delivery Terms:  
Delivery DUNS:  
Ship From DUNS:  
Daily Capacity:  
Hours Per Day:  
Price Type:

Free Carrier (FCA)  
00939963773  
00939963773  
30  
22  
Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any  
applicable taxes.

All Prices are expressed in USD  
Base Price:

391 424000

Total Price:	391 424000
UOM:	EACH

Receiving Plants and Plant Percentage  
As scheduled

100 %

Terms & Conditions:

C4  
Schedule

Contract Line Item Page 4 of 5  
Standard Blanket Contract Number: 1K870000  
Amendment Number: 003

Issue Date: 03-Aug-2007

Part Number: 000000012602098

TTOP

This Period effective from 01-Aug-2010 through 31-Jul-2011

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

Free Carrier (FCA)

00939963773

00939963773

30

22

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

303.934000

Total Price:

303.934000

UOM:

EACH

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

C4

Schedule

TTOP

This Period effective from 01-Aug-2011 through 01-Aug-2012

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services

Delivery Terms:

Delivery DUNS:

Free Carrier (FCA)

00939963773

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 31 of 48

Contract Line Item Page: 5 of 5  
Standard Blanket Contract Number: 1K870000  
Amendment Number: 003

Issue Date: 03-Aug-2007

Part Number: 000000012602098

Ship From DUNS: 00939963773  
Daily Capacity: 30  
Hours Per Day: 22  
Price Type: Returnable

**Price Composition:**

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

376 654000

Total Price

376 654000

UOM:

EACH

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

C4

Schedule

TTOP

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 32 of 48

LSA

Contract Line Item Page 1 of 5  
Standard Blanket Contract Number: 1K070005  
Amendment Number: 000

Issue Date: 31-Oct-2007  
Part Number: 000000012621983



LINE ITEM DETAIL  
General Motors Corporation

This Line Item is effective from 01-Nov-2007 through 01-Aug-2012

Part Description:  
Amendment Reason:

BLOCK ASM-ENG  
Engineering changes (Low APV)

Manufacturing OUNS Number:  
00939963773

Supplier Name and Manufacturing Address:  
WEBER, ALBERT CO  
ALBERT WEBER MANUFACTURING  
231 DEMING WAY  
SUMMERVILLE, SC 29483  
UNITED STATES

Buyer Name:  
Shakespear, Colette  
Buyer Code:

X41

Sample Date:  
Drawing Date:  
Hazardous Material Indicator:

10-Dec-2007  
10-12-07  
N

Line Item Notes:  
October 31, 2007.  
GM Powertrain Buyer: Henry C. Hall (248) 857-2735.

Engineering work order CZSPBC changes part number 12602098 to 12621983. No change in cost.

July 26, 2007.  
GM Powertrain Buyer: Henry C. Hall (248) 857-2735

Updating Albert Weber contract for LSA and LS9 Supercharger engines to reflect actual cost of GM sourced Oil Squirter part 12601222. GM directed Albert Weber to use a cost of \$2.00 U.S. dollars per Oil Squirter for LSA/LS9 assemblies 12607428 and 12602098. GM awarded Albert Weber the engine Block machining and assembly business for parts 12607428 and 12602098 on March 20, 2006 (RFQ 1000443191). GM awarded Bontaz the Oil Squirter in May of 2006. Bontaz part 12601222 was released on EWO BXHZJA and sourced by Jamie Malarney under RFQ 600455309.

The nomination clause is also removed from these production released parts.

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 33 of 48

Contract Line Item Page: 2 of 5  
Standard Blanket Contract Number: 1K870005  
Amendment Number: 000

Issue Date: 31-Oct-2007

Part Number: 000000012621983

=====  
Description:

Nomination contract to Albert Weber for the 2009 model year LSA (12607428)  
Block machining and assembly and for the 2009 model year LS9 (12602098)  
Block machining and assembly. As approved by the Sourcing Board on March 29, 2006.  
The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is \$870,000.  
Separate tooling purchase orders will be issued. This is a nomination contract, and as such,  
no work should be performed against it where there is an expectation of payment  
without a separate purchase order.  
New Part nos .....OTC/HRS  
12607428 .....09/22  
12602098 .....30/22  
Part Description: BLOCK ASM-ENG  
Model Year: 2009  
Program: LSA / LS9 Supercharger Program  
Price Type: Returnable  
PPAP date: 7/1/2007  
Supplier Contact: Daniel Weber  
Supplier Memo Dated: 3/27/2006  
Contract Duration: LG-SPC

Sid Kumar for Henry C. Hall  
04/03/2006

=====  
August 14, 2006.  
GM Powertrain Buyer Henry C. Hall (248) 857-2735.

Quotation based on Albert Weber quote number 10055/003-003.

No change in price.

.....Revision #002 issued to remove nomination clause. This is a standard blanket contract released  
for production via EWO# CSXCZ.  
PPAP tentatively scheduled for submission - January 25, 2008. Contact ASQE for PPAP confirmation.  
Any questions contact your buyer above.

Terms & Conditions:  
Longterm Agreement Eff 10/03

This Period effective from 01-Nov-2007 through 31-Jul-2009

Freight Terms:

Payment Terms:

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Collect

(88) MNS-2, On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services.

Free Carrier (FCA)

00939963773

00939963773

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 36 of 48

Contract Line Item Page 5 of 5  
Standard Blanket Contract Number: 1K070005  
Amendment Number: 000

Issue Date: 31-Oct-2007

Part Number: 000000012621983

Payment Terms:

(88) MNS-2, On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:

00939963773

Ship From DUNS:

00939963773

Daily Capacity:

30

Hours Per Day:

22

Price Type:

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any  
applicable taxes.

All Prices are expressed in USD

Base Price:

376.654000

Total Price:

376.654000

UOM:

EACH

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:

C4

Schedule

TROP

14.51

Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													
Bidding Form													

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 39 of 48

Contract Line Item Page: 1 of 6  
Standard Blanket Contract Number: 1K870007  
Amendment Number: 000

Issue Date: 13-Dec-2007  
Part Number: 000000012621983



**LINE ITEM DETAIL**  
*General Motors Corporation*

This Line Item is effective from 16-Dec-2007 through 01-Aug-2012

Part Description: BLOCK ASM-ENG  
Amendment Reason: Consignment/Bailment

Manufacturing DUNS Number:  
00939963773

Supplier Name and Manufacturing Address:  
WEBER, ALBERT CO  
ALBERT WEBER MANUFACTURING  
231 DEMING WAY  
SUMMERVILLE, SC 29483  
UNITED STATES

Buyer Name:  
Hall, Henry  
Buyer Code: XY7  
Phone: 248-857-2735  
Fax: 248-857-0059

Sample Date: 14-Jan-2008  
Drawing Date: 10-12-07  
Hazardous Material Indicator: N

Line Item Notes:  
December 12, 2007  
GM Powertrain Buyer: Henry C. Hall (248) 857-2735.

Replaces purchase order 1K870 005. Adding bailment casting to contract. No other changes.

October 31, 2007.  
GM Powertrain Buyer: Henry C. Hall (248) 857-2735.

Engineering work order CZSPBC changes part number 12602098 to 12621983. No change in cost.

July 26, 2007.  
GM Powertrain Buyer: Henry C. Hall (248) 857-2735

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 40 of 48

Contract Line Item Page: 2 of 6  
Standard Blanket Contract Number: 1K070007  
Amendment Number: 003

Issue Date: 13-Dec-2007

Part Number: 000000012621983

Updating Albert Weber contract for LSA and LS9 Supercharger engines to reflect actual cost of GM sourced Oil Squirter part 12601222. GM directed Albert Weber to use a cost of \$2.00 U.S. dollars per Oil Squirter for LSA/LS9 assemblies 12607428 and 12602098. GM awarded Albert Weber the engine Block machining and assembly business for parts 12607428 and 12602098 on March 29, 2006 (RFQ 1000443191). GM awarded Bontaz the Oil Squirter in May of 2006. Bontaz part 12601222 was released on EWO BXHZJA and sourced by Jamie Malarney under RFQ 600455309.

The nomination clause is also removed from these production released parts

=====  
Description

Nomination contract to Albert Weber for the 2009 model year LSA (12607428) Block machining and assembly and for the 2009 model year LS9 (12602098) Block machining and assembly. As approved by the Sourcing Board on March 29, 2006. The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is \$870,000. Separate tooling purchase orders will be issued. This is a nomination contract, and as such, no work should be performed against it where there is an expectation of payment without a separate purchase order.

New Part nos:.....QTC/HRS

12607428.....09/22

12602098.....30/22

Part Description BLOCK ASM-ENG

Model Year: 2009

Program: LSA / LS9 Supercharger Program

Price Type: Returnable

PPAP date: 7/1/2007

Supplier Contact: Daniel Weber

Supplier Memo Dated: 3/27/2006

Contract Duration: LG+SPO

Sid Kumar for Henry C. Hall  
04/03/2006

=====  
August 14, 2006

GM Powertrain Buyer: Henry C. Hall (248) 857-2735.

Quotation based on Albert Weber quote number 10055/003-003.

No change in price.

\*\*\*\*\*Revision #002 issued to remove nomination clause. This is a standard blanket contract released for production via EWO# CSXCZ.  
PPAP tentatively scheduled for submission - January 25, 2008. Contact ASQE for PPAP confirmation.  
Any questions contact your buyer above.

Terms & Conditions:  
Longterm Agreement Eff 10/03

This Period Effective from 16-Dec-2007 through 31-Jul-2009

Freight Terms:

Collect

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 41 of 48

Contract Line Item Page: 3 of 6  
Standard Blanket Contract Number: 1K870007  
Amendment Number: 00C

Issue Date: 13-Dec-2007

Part Number: 000000012621003

Payment Terms:

(88) MNS-2, On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services.

Delivery Terms:  
Delivery DUNS:  
Ship From DUNS:  
Daily Capacity:  
Hours Per Day:  
Price Type:

Free Carrier (FCA)  
00939963773  
00939963773  
8  
22  
Returnable

Bailment or Resale Detail:

Part Number:

Amount Req.

Part Description:

UOM:

Value per UOM

BAILEMENT  
000000012621766  
1.000

BLOCK-ENG (CSTG)

282 240000

USD

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any  
applicable taxes.

All Prices are expressed in USD

Base Price:

399.914400

Total Price:

399.914400

UOM:

CACH

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

\*\*\*\*\*

This Period effective from 01-Aug-2009 through 31-Jul-2010

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services.

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 42 of 48

Contract Line Item Page: 4 of 6  
Standard Blanket Contract Number: 1K870007  
Amendment Number: 000

Issue Date: 13-Dec-2007

Part Number: 000000012621903

Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00939963773  
Ship From DUNS: 00939963773  
Daily Capacity: 8  
Hours Per Day: 22  
Price Type: Returnable

Bailment or Resale Detail:

Part Number:	Amount Req.	Part Description:	UOM:	Value per UOM
--------------	-------------	-------------------	------	---------------

BAILMENT		BLOCK-ENG (CSTG)		
000000012621766				
1 000				
		282 240000	USD	

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price: 391.424000

Total Price:	391.424000
UOM:	EACH

Receiving Plants and Plant Percentage

As Scheduled 100 %

Terms & Conditions:

\*\*\*\*\*

This Period effective from	01-Aug-2010	through	31-Jul-2011
----------------------------	-------------	---------	-------------

Freight Terms:

Payment Terms: Collect  
(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services  
Delivery Terms: Free Carrier (FCA)  
Delivery DUNS: 00939963773  
Ship From DUNS: 00939963773

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 43 of 48

Contract Line Item Page: 5 of 6  
Standard Blanket Contract Number: 1K870007  
Amendment Number: 000

Issue Date: 13-Dec-2007

Part Number: 000000012621983

Daily Capacity: 8  
Hours Per Day: 22  
Price Type: Returnable

Bailment or Resale Detail:

Part Number: Amount Req. Part Description: UOM: Value per UOM

BAILMENT  
000000012621766 1 000 BLOCK-ENG (CSTG)  
282.240000 USD

Price Composition:  
The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price: 383.934000

Total Price:	383.934000
UOM:	EACH

Receiving Plants and Plant Percentage  
As scheduled 100%

Terms & Conditions:

\*\*\*\*\*

This Period effective from	01-Aug-2011	through	01-Aug-2012
----------------------------	-------------	---------	-------------

Freight Terms:

Payment Terms:

Collect  
(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:

Delivery DUNS:

Ship From DUNS:

Daily Capacity:

Hours Per Day:

Price Type:

Free Carrier (FCA)

00939963773

00939963773

8

22

Returnable

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 44 of 48

Contract Line Item Page: 6 of 6  
Standard Blanket Contract Number: 1K070007  
Amendment Number: 000

Issue Date: 13-Dec-2007

Part Number: 000000012621983

Bailment or Resale Detail:

Part Number:

Amount Req.

Part Description:

UOM:

Value per UOM

BAILMENT

000000012621766

1.000

BLOCK-ENG (CSTG)

282 240000

USD

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in USD

Base Price:

376.654000

Total Price:

UOM:

376.654000

EACH

Receiving Plants and Plant Percentage  
As scheduled

100%

Terms & Conditions:

.....

The image shows a document page with a vertical column of small, illegible text on the left. The main body contains several lines of text, mostly illegible. There are some faint, larger markings that appear to be numbers or letters, but they cannot be reliably transcribed. The overall appearance is that of a very old or poorly preserved document.

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 46 of 48

USG 8

Contract Line Item Page: 1 of 3  
Standard Spot Buy Contract Number: 1K870008  
Amendment Number: 000

Issue Date: 14-Dec-2007

Part Number: 000000012621983



LINE ITEM DETAIL for TOOLING CONTRACT  
General Motors Corporation

This Line Item is effective from 13-Dec-2007 through 13-Dec-2010

Part Description:

BLOCK ASM-ENG

Amendment Reason:

Contracting New Parts

Manufacturing DUNS Number:  
00939963773

Supplier Name and Manufacturing Address:  
WEBER, ALBERT CO  
ALBERT WEBER MANUFACTURING  
231 DEMING WAY  
SUMMERVILLE, SC 29483  
UNITED STATES

Buyer Name:

Hall, Henry

Buyer Code

XY7

Phone:

248-857-2735

Fax:

248-857-0059

Tooling Capacity:

0

Tooling Capacity Hours:

22

Tooling Sample Date:

14-Jan-2008

Hazardous Material Indicator:

N

Line Item Notes:

December 13, 2007.

GM Powertrain Buyer: Henry C. Hall (248) 857-2735.

Transferring purchase order from old part 12602098 to new part 12621983. Albert Weber will PPAP and be paid under 12621983. New part number created per EWO CZSPBC and work order 821423.

Total tooling impact - \$502,400.

=====

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 47 of 48

Contract Line Item Page: 2 of 3  
Standard Spot Buy Contract Number: 1K870008  
Amendment Number: 000

Issue Date: 14-Dec-2007

Part Number: 000000012621903

Purchase order issued to cover the cost of special permanent tools, dies, patterns and/or molds necessary to produce P/N # 12602098

PART DESCRIPTION, as follows:

EWO#: CSXCZ  
EWO Description:  
Affected P/N: 12602098  
Model Year: MY 2009  
Program: LS9, Supercharge V8  
Capacity: Tooling Capacity 2,000 per year (approximately 8.5 per day)  
CurrencyType: USD

If machinery and equipment as defined by GM's tooling guidelines is listed on this order, the price of that M&E will be debited from the tooling order and no adjustment to piece price will be permitted. Additionally, if the value of the tools are less than the quoted amount per GM's tooling team, the value of the tools will be reduced to the amount specified by the fore-mentioned group. Supplier must provide all requested data to GM within a reasonable time and in the manner prescribed. Failure to do so will result in a equitable adjustment to the purchase order and/or debit. GM tooling guidelines apply.

Price Type: BULK  
PPAP Date: 10/8/2007  
Supplier Contact: Markus Kramer  
Supplier Memo Dated: 2/8/2007  
Physical Location of Tooling (city & state): Charleston, SC

Detailed Tooling Breakdown:

Tool Cost	Tool Description
\$105,900	Fixtures
\$ 17,100	Lifting fixtures
\$ 21,250	Leak Testing
\$ 4,900	Measurement fixtures
\$ 26,500	Measurement tooling
\$200,500	Tooling
\$117,750	Honing
\$ 8,500	Assembly
\$502,400.00 USD	Total

Total Tooling Cost/Currency: \$502,400.00 USD

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 48 of 48

Contract Line Item Page: 3 of 3  
Standard Spot Buy Contract Number: 1K870000  
Amendment Number: 000

Issue Date: 14-Dec-2007

Part Number: 000000012621963

Supplier is Required to Mark all General Motors Tools with the GM Identification Tags

Pierce Guntur for Colette Shakespear  
02/23/2007

=====

Terms and Conditions:  
.....

Freight Terms:  
Payment Terms:

Collect  
(88) MNS-2, On average, payment shall  
be made on the second day of the  
second month following Buyers receipt  
date of goods or services.

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:  
Ship From DUNS:  
Price Type:

00939963773  
00939963773  
Bulk

Price Composition:  
The Total Price is composed of Base Price plus any applicable taxes.

All Prices are expressed in USD

Quantity:

Base Price:

1  
502,400.000000

Total Price:

502,400.000000

UOM:

LOT

Terms and Conditions:  
.....